

# Petroleum Guidelines

Petroleum dealers and convenience store operators require flexibility and options. We provide all the payment alternatives they need with comprehensive one-stop shopping for every type of cashless payment, custom built for the petroleum pay-at-pump and c-store industry.



## **OVERVIEW**

Providing services for any type of merchant will help you increase your revenue and build your portfolio. This includes the petroleum and C-Store industry. Merchant Service Group offers a suite of solutions for any type or size petroleum retailer to help you quickly seize a chunk of this growing market.

Merchant Service Group's petroleum and fleet solutions can be applied to a range of businesses, including:

- Independent Gas Stations
- C-Stores
- De-Branding Gas Stations
- Automotive Repair and Maintenance Facilities
- Card locks
- Airports and Marinas

We have partnered with some of the biggest names in payment solutions to help your merchants eliminate paper-based transactions and dramatically increase convenience. Having a fast, reliable system to accept all kinds of payment enables merchants to serve more customers and bring in more revenue. It also enables merchants to provide better, more convenient service to customers, which means repeat business.

With a Merchant Service Group pay-at-pump solution, your merchants will be able to accept a wider range of payment options, from Visa, MasterCard, and AMEX to Discover, JCB and Diners. In addition, your merchants can also choose to accept fleet cards, like Wright Express, Profleet and Voyager. The ability to process these types of cards will further expand the market your merchant is able to serve.

Merchant Service Group works with an extensive payment processing network. All payments will be processed through the BUYPASS network, which is the leading network for the petroleum industry. The BUYPASS network is compatible with nearly all of the major interfaces built for pay-at-pump processing.

In addition to an extensive range of products, Merchant Service Group also offers you an expert team of service professionals to make sure your merchant's pay-at-pump processing systems get up and running as efficiently and quickly as possible. As an ISO or Agent working with us, you and your merchants will have access to this team 24 hours a day, seven days a week. Your merchants will thank you both for the added convenience of a pay-at-pump solution and for the great customer service you will be able to provide.

## **FLEET CARDS**

In addition to providing your merchants with Visa, MasterCard, AMEX, Discover, JCB and Diners processing capability, we can also set up your petroleum merchants to accept the major fleet cards, including Wright Express, ProFleet and Voyager. From government offices to trucking fleets and even small companies, businesses are reaping the benefits of issuing fleet cards to their employees.

Fleet cards are commercial credit cards that target the petroleum industry, allowing consumers to purchase fuel, auto services and supplies with a quick and easy transaction. Transaction information is electronically captured through the point-of-sale equipment, summarized and, depending on the issuer, made available to business owners and fleet managers in a comprehensive report package. With unique capabilities, such as the ability to flag or reject unauthorized purchases, premium fuel purchases, non-fuel purchases and non-company vehicle fueling, fleet cards simplify automobile and truck management for businesses and help reduce expenditures.

Approximately 160,000 gas stations, auto repair shops, car washes, and other businesses in all 50 states are accepting Voyager cards. Any ISO looking to take advantage of the Voyager card can set up a

merchant through MSG. If that isn't impressive enough, the other major fleet network that Petroleum works with is Wright Express, which boasts 120,000 sites nationwide. This represents a significant opportunity for you and your merchants.

### **MERCHANT BENEFITS**

Credit card acceptance is a must at gas stations. Independent, debranded pay-at-pump processing offers lower rate structures than other branded pay-at-pump services (e.g., Shell, Chevron, 76). With MSG's pay-at-pump processing, your merchants will be able to:

- Expedite payments and generate more revenue
- Serve more customers
- Attract a broader range of customers by accepting more types of cards
- Stay open longer hours with less manpower
- Monitor and track consumer information

### **AGENT BENEFITS**

To be successful, an ISO needs to have access to the latest technology and the best, most efficient service. MSG offers agents unsurpassed access to pay-at-the-pump technologies that most processors are just not equipped to do. When you work with MSG, you can also expect:

- Lucrative residuals from large processing volumes
- Quick and easy setup – you sign the application; we do the rest
- Low attrition levels due to less competition in the market segment
- Access to dedicated industry specialists who are pay-at-pump experts

MSG ISO partners will have an aggressive transaction fee to pursue the lower ticket and lucrative pay-at-pump market. In addition to all the standard revenue streams, our ISO partners also have the benefit of earning residuals on Fleet Cards like Voyager and Wright Express.

**CHECKLIST FOR PETROLEUM PAY-AT-PUMP APPLICATIONS**

**Documents required for PETROLEUM PAY-AT-PUMP accounts:**

- Merchant Interchange Application
- Voyager/Wright Express Application (Upon merchant request)
- Copy Driver license
- Copy of Business License
- Voided Check
- Processing Statements (Required if monthly volume exceed \$100,000)
- Leasing Application (Required if equipment leasing)

**APPROVAL WITHIN 24 HRS**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAX TO 310-774-3935 ATTN: RELATIONSHIP MANAGER**

# WRIGHT EXPRESS® MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes Wright Express LLC and Wright Express Financial Services Corporation (hereinafter collectively referred to as "Wright Express") to check with credit reporting agencies, credit references, and other sources to confirm information given;

2) Merchant agrees to provide additional financial information to Wright Express upon request; 3) Merchant requests approval of this Wright Express Merchant Charge Card Agreement Application ("Application");

4) Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) If this application is for a general partnership or a proprietorship, Wright Express may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law;

6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, Wright Express may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

## SECTION 1 - BUSINESS INFORMATION

Site Name (DBA or AKA) Please use location form for additional sites			Station Manager/Contact		
Physical Address for site directory (number and street)		City		State	Zip
Phone	Fax	Highway Exit #	Nearest Highway		
Full Legal Company Name			Merchant's Taxpayer ID # (TIN, FEIN or SSN)		
Corporate Contact (for settlement)		Phone	If you do not sell fuel, select a reporting option below: <input type="checkbox"/> FAX <input type="checkbox"/> EMAIL		
Settlement Email address				Settlement Fax	
Mailing Address if different than physical address (for settlement & reporting)		City		State	Zip + 4

## SECTION 2 - PROCESSING

Bank Card Processor			Phone		
Credit Card Network (check one):					
<input type="checkbox"/> ADS	<input type="checkbox"/> Buypass	<input type="checkbox"/> EFS	<input type="checkbox"/> First Data Corp	<input type="checkbox"/> GPI	<input type="checkbox"/> GPS
<input type="checkbox"/> LYNK	<input type="checkbox"/> NBS	<input type="checkbox"/> Nova	<input type="checkbox"/> NPC	<input type="checkbox"/> Paymentech	<input type="checkbox"/> SPS
Inside the site POS Equipment (example, Omni 3200, Tranz 380, etc.)			Terminal ID #		
At the dispenser POS Equipment (example, Omni 3200, Tranz 380, etc.)			Terminal ID #		
DO YOU SELL FUEL? <input type="checkbox"/> Yes <input type="checkbox"/> No If you sell fuel, complete section 4. If you do not sell fuel, complete section 3.					

## SECTION 3 - NON-PETROLEUM MERCHANTS

BRANDS (check all that apply)					
<input type="checkbox"/> Aamco	<input type="checkbox"/> Chrysler	<input type="checkbox"/> GM	<input type="checkbox"/> Les Schwab	<input type="checkbox"/> Napa	<input type="checkbox"/> Quaker St/Pennzoil
<input type="checkbox"/> ACCC	<input type="checkbox"/> D-Triumph GL	<input type="checkbox"/> Goodyear	<input type="checkbox"/> Maaco	<input type="checkbox"/> Nissan	<input type="checkbox"/> Tire Centers, Inc.
<input type="checkbox"/> AC Delco	<input type="checkbox"/> Econolube	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Mazda	<input type="checkbox"/> Novus	<input type="checkbox"/> Toyota
<input type="checkbox"/> American Lubefast	<input type="checkbox"/> Firestone	<input type="checkbox"/> Harmon Glass	<input type="checkbox"/> Meineke	<input type="checkbox"/> Oil Changer	<input type="checkbox"/> Volvo
<input type="checkbox"/> BF Goodrich	<input type="checkbox"/> Ford	<input type="checkbox"/> Honda	<input type="checkbox"/> Midas	<input type="checkbox"/> Parts Plus	<input type="checkbox"/> Wash Depot
<input type="checkbox"/> Big O Tires	<input type="checkbox"/> Glass America	<input type="checkbox"/> Jiffy Lube	<input type="checkbox"/> Mitsubishi	<input type="checkbox"/> Pep Boys	<input type="checkbox"/> Winston Tire
				<input type="checkbox"/> Precision Tune	<input type="checkbox"/> Other
BRAND PROGRAMS (check one if applicable):					
<input type="checkbox"/> ACCC	<input type="checkbox"/> GE Dealer Direct	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Parts Plus		
<input type="checkbox"/> Dodge Business Link	<input type="checkbox"/> GM Goodwrench	<input type="checkbox"/> JLI South Cal	Dealer/Location Code (if applicable): <input type="text"/>		
PRIMARY SERVICE (check one):					
<input type="checkbox"/> Auto Body	<input type="checkbox"/> Dealership	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Parts	<input type="checkbox"/> Tires	
<input type="checkbox"/> Car Wash	<input type="checkbox"/> Glass	<input type="checkbox"/> Oil Change/Lube	<input type="checkbox"/> Road Service		

## SECTION 4 - FUEL MERCHANT ONLY SITE INFORMATION

Please check all the features and fuel types that apply to your station:				
<input type="checkbox"/> Fuel available 24 hours	<input type="checkbox"/> Pin Pad	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Unleaded Plus	<input type="checkbox"/> CNG
<input type="checkbox"/> Car Wash	<input type="checkbox"/> Crinds (Pay-at-the-pump)	<input type="checkbox"/> Unleaded	<input type="checkbox"/> Diesel	<input type="checkbox"/> LPG
<input type="checkbox"/> Service Bays	<input type="checkbox"/> Tractor Trailer Accessible	<input type="checkbox"/> Premium	<input type="checkbox"/> Methanol	

**SECTION 5 - BANK ACCOUNT INFORMATION FOR PAYMENT OF CHARGE CARD SALES**

Merchant hereby authorizes and requests Wright Express to make payments of amounts owing to Merchant by Wright Express by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchant's Bank to accept any credit entries initiated by Wright Express to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes Wright Express to initiate a debit entry to the account for each overpayment or payment in error.

It is understood that for purposes of this Agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to Wright Express (i) in a Notice of Change provided to Wright Express by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to Wright Express shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that Wright Express will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

Bank Name and Address		ABA Routing Number
Account Name	Account Number	

**IMPORTANT: PLEASE ATTACH A VOIDED CHECK TO PAGE 3**  
We must receive a voided check (or photocopy if faxing) in order to process application.

**SECTION 5A - BUSINESS BANK TRADE REFERENCES**

Please indicate your type of business:  Corporation  LLC  Partnership  PC or PA  Proprietorship

Primary Bank	Address	City	State	Zip
Bank Contact Person	Phone	Commercial Checking Account #		
Business listed in Yellow Pages? <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard / Visa #			

Please provide three trade credit references for companies that issue you credit on a regular basis, suppliers or service companies.  
Do not provide credit cards or oil company cards.

Company Name	City	State	Contact Name	Phone
Company Name	City	State	Contact Name	Phone
Company Name	City	State	Contact Name	Phone

**SECTION 6 - SETTLEMENT**

**Please refer to the Wright Express Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the Wright Express Discount Fee and Payment Terms.**

**AUTHORIZED SIGNATURE**

MERCHANT: The undersigned represents and warrants to Wright Express that all of the terms and conditions of this Wright Express Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the Wright Express Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between Wright Express and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon Wright Express' acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to Merchant of a merchant processing identification number.

Signature <b>X</b>	Printed Name
Title	Date

**FOR OFFICE USE ONLY**

Acquisition Code	Sales Code	Log Number
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**▼ ATTACH VOIDED CHECK HERE ▼**  
**Application will not be processed without voided check**

**VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED. IF FAXING, PHOTOCOPY OF VOIDED CHECK IS PERMISSABLE.**

Please complete the following information for each location, and photocopy as needed for additional sites. Type or print clearly to insure accurate and timely set up for your account. Then fax or mail to your network or bank representative.

Full Legal Company Name: \_\_\_\_\_

Credit Card Processor: \_\_\_\_\_

Network (circle one): \_\_\_\_\_

**Type of Request (check one):**

**New Merchant** - Location has not previously accepted WEX (Charge Card Agreement Application must accompany form)

**Network Change** - Currently processing WEX transactions at this site (Please complete the site information below)

Network formerly used for WEX: \_\_\_\_\_ (provide former network's terminal ID# below\*) Brand (if any): \_\_\_\_\_

**Site Addition** - Adding this site to an existing WEX account in the corporation's name above. WEX will settle for this new site's transactions to the bank account already on file. Provide one of your existing WEX Site ID #'s to help us look up your account: \_\_\_\_\_

**Site #1**

DBA or AKA: \_\_\_\_\_ Phone Number: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Station Manager/Contact: \_\_\_\_\_ Fax Number: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Number & Street (Physical Address): \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

\*Network change, former network terminal ID#: \_\_\_\_\_ Highway Exit #: \_\_\_\_\_ Nearest Highway: \_\_\_\_\_

List all terminal types for this site (e.g. Tranz 380, Gilbarco/Marconi G-site) both inside and at fuel pump:

Terminal: \_\_\_\_\_ ID# Assigned by Authorizing Network: \_\_\_\_\_

Terminal: \_\_\_\_\_ ID# Assigned by Authorizing Network: \_\_\_\_\_

**Please check all the features and fuel types that apply to your station:**

Fuel Available 24 hours

PIN Pad

Alcohol

Diesel

Car Wash?

CRINDS (Pay-at-the-Pump)

Unleaded

Methanol

Service Bays?

Tractor Trailer Accessible

Premium

CNG

?

Unleaded Plus

LPG

**Site #2**

DBA or AKA: \_\_\_\_\_ Phone Number: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Station Manager/Contact: \_\_\_\_\_ Fax Number: \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Number & Street (Physical Address): \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

\*Network change, former network terminal ID#: \_\_\_\_\_ Highway Exit #: \_\_\_\_\_ Nearest Highway: \_\_\_\_\_

List all terminal types for this site (e.g. Tranz 380, Gilbarco/Marconi G-site) both inside and at fuel pump:

Terminal: \_\_\_\_\_ ID# Assigned by Authorizing Network: \_\_\_\_\_

Terminal: \_\_\_\_\_ ID# Assigned by Authorizing Network: \_\_\_\_\_

**Please check all the features and fuel types that apply to your station:**

Fuel Available 24 hours

PIN Pad

Alcohol

Diesel

Car Wash?

CRINDS (Pay-at-the-Pump)

Unleaded

Methanol

Service Bays?

Tractor Trailer Accessible

Premium

CNG

Unleaded Plus

LPG



EFSNB / Voyager  
ELECTRONIC AUTHORIZATION AND PAYMENT  
MERCHANT AGREEMENT

This agreement is entered into the day and date set forth below by and between EFS National Bank, 2525 Horizon Lake Drive, Suite 120, Memphis, Tennessee, 38133 (“EFSNB”) and the undersigned \_\_\_\_\_ (“Merchant”). In consideration of the mutual covenants herein, EFSNB and Merchant agree to the following terms and conditions.

1. ACCEPTANCE OF VOYAGER CARDS. Merchant agrees to promptly honor all valid and current Voyager Cards when properly presented as payment for merchandise or services by a cardholder (“Cardholder”). Merchant shall not establish minimum or maximum transaction amounts as a condition to honoring the Card, shall not impose any surcharge on transactions, shall not make cash advances, and shall collect any tax required in the total transaction amount and not separately in cash. Merchant agrees to display the service marks of Voyager Fleet Systems Inc. and/or Voyager (herein after referred to as Voyager) in accordance with their respective rules and regulations. As used herein, the term “Card” shall refer to any Card of similar design licensed or use by Voyager. Neither this Agreement nor the provision of any material or information to Merchant pursuant to this Agreement constitutes any assignment, license, or other transfer of any mark, name, copyright, or other intellectual property of Voyager.

2. AUTHORIZATION. Merchant must receive authorization of each transaction from EFSNB using an electronic data terminal (“Terminal”). The Cardholder must present the Card and the Card must be swiped through the Terminal to entitle Merchant to receive payment under this Agreement. If the initial attempt to receive an authorization is declined, Merchant shall not attempt to receive a subsequent authorization. Authorization may be obtained by voice over the telephone only if the Terminal is not operating. There is a charge for voice authorizations if Terminal is operable but not used. In the event EFSNB authorizes the transaction by voice, it will transmit an authorization code, which must be written on the Sales Draft.

3. RECOVERY OF CARDS. The Merchant shall use its best efforts, using peaceable means, to retain or recover any Card, if the Merchant is advised to retain the Card in response to an authorization inquiry, or if the Merchant has reasonable grounds to believe such Card is counterfeit, fraudulent or stolen.

4. SALES DRAFT PROCEDURE. Merchants will be provided with sales drafts (“Sales Drafts”) to record transactions. The Merchant must date each Sales Draft, include a brief description of the merchandise and/or services sold and specify the price thereof (including any applicable taxes). The Merchant must compare the signature on the Sales Draft with the signature appearing on the Card. The Merchant agrees to emboss

(imprint) the Sales Draft with the information on the Card. The Merchant must verify that the card has not expired. A Sales Draft generated by an electronic printer as the Card is swiped through a Terminal connected to the printer will be accepted as an embossed or imprinted Sales Draft. Merchant must obtain the Cardholder's signature on the Sales Draft whether it is embossed or electronically printed. If the Card information cannot be read by the Terminal and must be manually entered, the Sales Draft must be embossed manually. The Sales Draft should include the total cash price of the sale and the cash price for each item, the authorization code, and any additional information EFSNB reasonably requires. The Merchant shall deliver to the Cardholder a true and complete copy of the Sales Draft at the time of delivery of goods or performance of services. In order to prove to the Cardholder a true and complete copy of the Sales Draft at the time of delivery of goods or performance of services. In order to prove that the Sales Draft has been properly completed, Merchant agrees to retain a copy of the Sales Draft, other than the copy given to Cardholder, for a period of at least three years after the date of the transaction, unless otherwise required by EFSNB. At the request of EFSNB, Merchant shall deliver to EFSNB the Merchant's copy of any Sales Draft so requested, according to the procedures set by EFSNB. In the event that Merchant fails to deliver such Sales Draft, Merchant shall be liable to EFSNB for damages incurred by EFSNB, such as charge backs, which result from the failure to retain Sales Drafts. Merchant shall not prepare any sales draft which duplicates or includes any amount encompassed within another transaction.

5. PAYMENT. EFSNB will pay Merchant through the automated clearing house ("ACH") system for all authorized transactions. As payment for its services, EFSNB will deduct charges from the authorized transactions as set out on Merchant Data Sheet. Charges will include a daily ACH transaction fee. Merchant must reconcile transactions monthly with EFSNB, and Merchant hereby waives the right to collect for any transaction not reconciled within 120 days of the date of the transaction. EFSNB shall not increase the fees and charges provided in the Merchant Data Sheet except at the expiration of a term of the Agreement, except that EFSNB shall be entitled to increase fees and charges at any time and pass them through to Merchant to offset direct increases to EFSNB in the costs of providing the services hereunder to the extent changes in the Rules of Voyager, fees or operation procedures of card issuers, card networks or federal, state or local governmental authority results in such cost increases. Any such increases shall become effective on the date EFSNB notifies Merchant of such increases in writing. The receipt of such notice shall be deemed to constitute an amendment to this Agreement.

6. RETURNED MERCHANDISE. If any merchandise is accepted for return or any services are terminated or cancelled, or any price adjustment is allowed by the Merchant, the Merchant shall not make any cash refund to the customer or issue a credit to any other card but shall issue promptly to EFSNB via the Terminal for deposit a credit voucher evidencing such refund or adjustment. The refund or adjustment indicated by the credit voucher may not exceed the original transaction amount. Merchant shall not accept any payments from customer for merchandise and/or services if the purchase has been transmitted to EFSNB via the Terminal. Any such remittance which is inadvertently

received by Merchant will be segregated and promptly delivered to EFSNB properly endorsed or signed, or the Merchant shall prepare a Credit Voucher on the Terminal for the purpose of effecting a deposit to the Cardholder's account.

7. **WARRANTIES AND REPRESENTATIONS.** Merchant agrees that it will become familiar with, be bound and abide by the rules and procedures of Voyager and merchant further warrants and represents, to the best of its knowledge, that each Sales Draft prepared and each transaction transmitted to the EFSNB represents a valid, legally binding obligation for the amount set forth therein, the transaction is not subject to any disputes, set offs, or counterclaims, is valid in form unaltered and complete on its face in accordance with instructions described above, is signed by Cardholder to whom Merchant has actually sold the merchandise or services on the date thereof, that the Sales Draft was personally signed by Cardholder and the signature corresponds with the signature on the Card, that all statements on the Sales Draft are true, that Merchant has no knowledge which would impair the validity of the Sales Draft, that the Merchant has performed all of its obligations with respect to the sales transaction, that the sales does not involve any element of credit except to sell the merchandise or service and there have been no service, carrying or any special charges or any special agreements, conditions, other additional consideration or securities extracted in connection with the sale. Merchant warrants that merchandise has been delivered and/or services rendered to the Cardholder in satisfaction of the underlying obligation. Merchant represents and acknowledges that monies received by EFSNB for payment to Merchant are not the property of Merchant until actually delivered to Merchant. Each party warrants that all proprietary information disclosed by either party to the other in connection with this Agreement shall be held in confidence and protected by the recipient party from disclosure to others and further warrants that it will not be copied or used in any way other than as specifically authorized in this Agreement.

8. **PRICING AND FEES.** Merchant agrees to pay all fees associated with EFSNB Merchant account in accordance with Schedule A of said agreement.

9. **CHARGEBACKS.** Merchant authorizes EFSNB to charge back any transaction which breaches the terms of this Agreement and/or the rules and procedures of Voyager. Transactions that have been charged back and not re-presented may not be reauthorized. Notification of chargebacks from EFSNB will be given to Merchant by requesting an original receipt of the transaction from Merchant. Chargebacks may be debited from any account identified herein or in any other agreement between Merchant and EFSNB.

10. **IMPRINTERS.** At the request of Merchant, EFSNB will furnish Merchant, for a fee, a sufficient number of imprinters for Merchant's needs. The imprinters are the property of Merchant. If Merchant has or supplies the imprinter, said imprinter must be approved by EFSNB. EFSNB will supply Merchant with Sales Draft and other forms as necessary.

11. RECORDS. Merchant agrees to furnish a statement of its current financial condition, if requested by EFSNB. EFSNB shall have the right to examine Merchant's books, records and other papers relative to Sales Drafts delivered to EFSNB.

12. TAXES AND DISCOUNTS. Merchant hereby acknowledges, understands, and agrees that Merchant is solely responsible for filing any and all documentation required by federal, state, and local tax authorities in order to obtain reimbursement for the sale of goods or services to tax exempt entities. Merchant understands and agrees that EFSNB will not be responsible in any manner whatsoever for taxes, reimbursement thereof, or filing for tax reimbursement on the Merchant's behalf on transactions completed with tax exempt entities. Merchant acknowledges, understands, and agrees that Merchant is solely responsible for discounts offered or given at the time any transaction is completed. Merchant hereby authorizes EFSNB to deposit funds into and debit or draft funds out of the deposit account identified in Schedule B (EFSNB Data Sheet) attached hereto, for the purpose of paying or collecting amounts which EFSNB determines to be due to or from Merchant in connection with this Agreement. Additionally and specifically, Merchant irrevocably authorizes EFSNB to directly debit said deposit account for discounts or tax exemptions on monthly basis. Merchant shall indemnify EFSNB for liability (including without limitation attorney fees), and other loss caused either directly or indirectly from Merchant's failure to observe its obligations to file for reimbursement of tax exempt sales or obligations regarding discounts.

13. TERM. This Agreement shall become effective when accepted by EFSNB and shall remain in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually under the same terms and conditions provided for herein for one year periods unless either party notifies the other in writing prior to 60 days before the end of the initial term or any renewal term of that party's intent to terminate this Agreement. Notwithstanding the foregoing provision, either party has the right to terminate this Agreement immediately and without notice in the event that the other party is guilty of a material breach of this Agreement or violates the rules or regulations of Voyager. Termination of this Agreement shall not affect any obligation assumed or incurred and existing as of the date of the termination. Following termination of this Agreement, Merchant shall no longer honor Cards or use any of the materials issued under this Agreement. Either party may also terminate this Agreement immediately in the event the other party shall go into liquidation, suffer the appointment of a receivership of its assets, go into bankruptcy, voluntarily or involuntarily, or otherwise take advantage of any insolvency laws, or upon any voluntarily or involuntarily sale, transfer, or other disposition (including transfer by operation of law) of substantially all of the assets or by the other party.

14. MISCELLANEOUS. This Agreement, together with the policies and procedures of EFSNB related to Merchant authorizations, as modified from time to time, which are incorporated herein by reference, constitute the full agreement of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, except for revised Merchant Data Sheet(s) or modification to the

EFSNB policies and procedures, shall be binding unless in writing and signed by authorized representatives of both parties. This Agreement shall become effective when accepted by EFSNB and shall remain in effect until terminated as provided herein. Any notice under this Agreement shall be deemed to have been duly given when mailed to the party at the address given below, or as otherwise provided. Merchant expressly agrees to pay EFSNB on demand any and all indebtedness incurred pursuant to this Agreement including any costs and/or expenses which may be incurred by EFSNB in any attempt to investigate any claim or enforce any provision of this Agreement or to collect any indebtedness incurred pursuant to this Agreement, including but not limited to court costs and all expenses and reasonable attorney's fees. This Agreement cannot be assigned to any party by Merchant, but will be binding upon and inure to the benefit of Merchant's heirs, personal representatives and successors. The obligations of EFSNB hereunder may be performed by any parent, affiliate, or successor corporation of EFSNB. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Tennessee without reference to choice to law rules. Any legal action, including an original complaint or third party claim, by or in the right of any party to this Agreement or any action arising under or in any way related to this Agreement, including but not limited to a claim for payment under the Agreement, and also including any non-contract claim (collectively "Claims"), shall be brought and maintained exclusively in a state or federal court or competent subject matter jurisdiction in Shelby County, Tennessee and the parties hereby submit themselves to the personal jurisdiction and venue of those courts for the purpose of any such action and hereby waive any defense related to personal jurisdiction, process or venue. Merchant and EFSNB are independent contractors, and neither this Agreement nor any transactions authorized hereunder shall constitute either of them as agent for the other, or as partners, joint ventures, or any other relation.

15. LIMITATION OF LIABILITY – INDEMNITY. EFSNB on its own behalf, and on behalf of its officers, directors, affiliates, employees, agents, representatives and successors (collectively hereinafter "EFSNB and/or its Affiliates") make no warranties of any kind, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose with regard to the operating systems being used, and Merchant agrees to waive such warranties. EFSNB and/or its Affiliates shall not be liable for failure to provide the services described herein if such failure is due to any cause or condition beyond its reasonable control, and any Claim by Merchant not reported within 60 days is hereby waived. EFSNB and/or its Affiliates shall have no liability for punitive damages or for indirect, special or consequential damages of any kind, including but not limited to claims for loss of profits or business economic injury or damage to reputation, whether resulting directly or indirectly to Merchant or third parties. In the event, a court adjudges EFSNB and/or its Affiliates liable for damages, the parties agree that such damage award for any and all Claims shall, in the aggregate, not exceed the amount of discount fees that would be paid to EFSNB for one (1) month's average volume of transactions by Merchant taken over the twelve (12) months preceding the month in which the damage or injury is alleged to have occurred. Merchant further agrees and acknowledges that its constitutional right to a jury trial is hereby knowingly and voluntarily waived in connection with any and all such Claims Merchant may have.

Merchant shall indemnify and hold EFSNB and/or its Affiliates harmless from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against EFSNB and/or its Affiliates by Merchant's customers.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY EFSNB AND A MERCHANT NUMBER IS ISSUED.

IN WITNESS WHEREOF, the undersigned warrant by their signatures that the foregoing Agreement has been read and understood, that they have the power and authority to enter into this Agreement, and that this Agreement does constitute a valid and binding obligation of Merchant.

MERCHANT

EFSNB

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed & Accepted