

Valutec Merchant SETUP FORM

Fax to: 615-786-0079

Vrs. ISO30207

VALUTEC USE ONLY

Download Record # _____
 Merchant Id _____
 Terminal ID _____
 Location ID _____
 Application ID _____

1 CUSTOMER INFORMATION

PLEASE PRINT ALL CONTENTS

Company Name _____ Number of locations _____
 DBA Name _____
 Mailing Address _____
 City _____ State _____ Zip Code _____
 () ()
 Company Phone _____ Fax _____
 ()
 Contact Name _____ Phone#/extension _____
 Contact Email (PLEASE PRINT CLEARLY) _____
 DDA Number (Voided Check Must Be Provided by Fax or Mail) _____ Routing Number _____
 Credit Card # (For payment of startup costs) _____ Visa M/C Amex Expiration Date _____

3 ACCOUNT DATA

Reseller Company Name _____ ID _____
 Sales Rep Name _____ ID _____
 ()
 Sales Rep Phone _____ Ext _____
 Sales Rep Email Address _____
 Referral Rep Name _____ ID _____
 1. Bus. Type _____
 2. Email MID/TID to: _____

2 PROGRAM ORDER INFORMATION

Jumpstart Package: Gift Loyalty or Auto Rewards (100 Standard Cards & Merchandising Package)
 ① No. of Jumpstart Packages Ordered _____ x \$ _____ = \$ _____
 ② Flat Monthly Fee # of locations _____ x \$ _____ = \$ _____

LaunchBox Package: 500 Standard or Custom Cards & Merchandising Package
 ① Gift Card Package Standard Custom Card _____ x \$ _____ = \$ _____
 ② Loyalty Card Package Standard Custom Card _____ x \$ _____ = \$ _____
 Choose Loyalty Program 1 Auto Rewards 2 Multiple-Levels 3 No Levels / Open Rewards
 Please provide Loyalty Program details on separate Loyalty Program Setup Form.
 ③ Flat Monthly Fee # of locations _____ x \$ _____ = \$ _____

Choice Program: Gift Loyalty*** (check one or both)
 ① Card Quantity 1,000 card minimum
 Gift Cards _____ (qty)
 Loyalty Cards*** _____ (qty)
 ***Choose Loyalty Program 1 Auto Rewards 2 Multiple-Levels 3 No Levels / Open Rewards
 ***Please provide Loyalty Program details on separate Loyalty Program Setup Form.

② Set up Fees
 Corporate Setup \$ _____
 Location Setup \$ _____ x # of loc. _____ = \$ _____

③ Card Production
 Cost per card* \$ _____
 Graphic Design: \$75 per card design \$ _____
 Prepress: \$100 per card design \$ _____

④ Monthly Data & Reporting
 System Access (trans. fee acct only) \$ _____
 Data Storage (per 1,000 records) \$ _____

⑤ Transaction Processing
 Gift Card - per transaction \$ _____
 Loyalty Card - per transaction \$ _____
 Pooling (monthly ACH, if requested) \$ _____
 Return ACH (NSF, invalid acct, etc) \$ _____ 50.00
 Flat Monthly Fee per location* \$ _____
 _____ \$ _____

TOTAL SETUP COST** \$ _____
 (**Shipping & handling will be added to total)

Overage Fee - per transaction \$ _____ 0.15
 *Annual transaction limit per location: _____

3. Multi-location Pooling: No Yes
If "Yes" Pooling Setup Form required

4. Billing Level Corporate Location
 5. Credit Card Processor _____
 6. Email reports to: Company Contact Other

 Email (if different from Company Contact in part 1)
 7. Web Reports Access Setup (letters and/or digits)
 UserName _____
 Password _____
 Must have merchant email address listed in Part 1

4 EQUIP. / TECHNICAL

1. Terminal Make & Model (see certified equipment list) _____ # _____
 2. Standalone, or Integrated with credit, etc.
 3. PBX Access Line? yes # _____ no
 4. Password for terminal functions? (1 to 6 digits)
 yes (password) _____ no
 5. Server / Clerk ID? yes no
 6. Who will send terminals to merchant?
 Reseller Valutec Pre-Existing Equipment
 7. If Valutec, where are terminals to be sent?

5 CARD PRODUCTION INFORMATION

Standard Cards
 Choose Card Design: GIFT (see product catalog) _____ LOYALTY (RC1/RC3) _____
 Choose Lettering Style: Futura Helvetica Bold Impact
 Snell Round Bold COPPERPLATE Bounce Script Fairfield
 Choose Lettering Color: Black Red Blue Silver Gold White
 Merchant Name on Card: Print clearly and attach business card if available

 No proof provided for Standard Card production. Long names may require 2 lines on card.
 Card will be printed as written above. All caps not recommended for script fonts.
 Choose Card Hanger: (For Jumpstart or LaunchBox packages only)
 GIFT (see product catalog) _____ LOYALTY (LCH1) _____

Custom Cards 15-business-day production begins upon PROOF APPROVAL
 1. Contact for Card Production: Sales Rep Merchant Other*
 *Email: _____
 2. Artwork:* disk CD paper artwork electronic file(s) via email
 No artwork: Valutec to supply @ \$25 per image from art library
 3. Card Back Verbiage: Standard Custom (please provide text along with artwork)
 *EMAIL ALL ELECTRONIC ARTWORK FILES TO: artwork@valutec.net

SHIP ORDER TO: Merchant Reseller Method: Ground Overnight
 Other Address _____

As indicated in the Card Processing Agreement, fees and charges will be deducted directly from the bank account indicated above via Automated Clearing House (ACH) funds transfer through the ACH bank designated by Valutec Card Solutions (VCS). Your signature below is your signature to the Merchant Setup Form Terms & Conditions and, as such, authorizes VCS to debit and credit funds to this account and acknowledges you have received and read a copy of the Card Processing Agreement and agree to the provisions thereof. Contract Term (check one): 1 year / 2 years. Annual transaction limits and surcharges apply to flat-fee programs. First billing period begins upon receipt of contract by Valutec. ATTACH VOIDED CHECK FROM DESIGNATED BANK ACCOUNT

Principal (Signature Required) _____ Title _____ Print Name _____ Date _____

Merchant Setup Form Terms And Conditions

This MERCHANT SETUP FORM TERMS AND CONDITIONS (the "Agreement") is entered into between VALUTECH CARD SOLUTIONS, INC., a Delaware corporation ("VCS") and the merchant that executed the Merchant Setup Form (the "Merchant") and is effective as of the execution date of the Merchant Setup Form (the "Setup Form").

I. SERVICES

1.1 Services to be provided by VCS. Subject to the terms and conditions set forth in this Agreement, VCS shall provide for the electronic processing of Gift Card, Loyalty Card, Prepaid Card and other related cards processed by VCS (collectively, a "Card") purchases made by customers of Merchant who hold approved Cards ("Approved Cards"). VCS shall electronically confirm that the holder of the Approved Card ("Cardholder") activating the Card transaction through the Merchant has an active account on the VCS electronic gift card processing system ("Card System") in which there are sufficient funds that can be reserved or removed to pay for their purchases. The services to be rendered by VCS in accordance with this Section 1.1 are referred to hereafter as the "Services."

1.2 Duties to be provided by the Merchant. Subject to the terms and conditions set forth in this Agreement, the Merchant agrees to:

- (a) supply to VCS all information and data reasonably required by VCS to perform the Services;
- (b) maintain all VCS-related transaction records and other records required by law or regulation;
- (c) obtain, operate and maintain at its own expense the electronic point of sale processor(s);
- (d) be responsible for the accuracy and adequacy of all data transmitted by it or on its behalf for processing by or storage of information on the Card System;
- (e) maintain sufficient "back-up" information and data to reconstruct any information or data loss due to any system malfunction; and
- (f) comply with all federal, state and local laws and regulations relating to this Agreement, including consumer protection, financial transaction and escheatment laws and acknowledges that VCS is not responsible for Merchant's compliance with escheatment or other laws, and, notwithstanding the provisions of Section 6.2, agrees to wholly indemnify VCS for all related liabilities.

1.3 Use of Name and Logo. Merchant grants VCS a non-exclusive license to use Merchant's name, logo, trademark, service marks, copyrights or any other proprietary classification of Merchant or its affiliates in any advertising, promotional or instructional materials provided by or for VCS.

II. FEES

2.1 Fee Schedule. In consideration for the performance of the Services by VCS, the Merchant agrees to pay to VCS the fees and other charges set forth on the Setup Form. The Merchant authorizes payment of the fees and charges by collection through direct debit of Merchant's bank account via the Automated Clearing House ("ACH") on a monthly basis, and all fees and charges will be due and payable on the date of transfer of funds. VCS may increase or decrease the fees and other charges set forth on the Setup Form without the consent of the Merchant, provided that in the event of an increase of the fees and charges, the Merchant may exercise its termination rights described in Section 8.2(ii). In the event that Merchant does not pay VCS in full all of the fees and charges owed in a timely manner, VCS shall have the right to deactivate Merchant's terminal immediately.

III. SYSTEM CONNECTION

3.1 Specifications. Upon written acceptance of the Setup Form and this Agreement, VCS will supply Merchant with a copy of its information and procedures for enabling it to communicate with the Card System. The Merchant understands that such information and procedures may be amended by VCS at any time upon notice to the Merchant.

IV. DOWN SYSTEM

4.1 Card System Down. The Merchant agrees that in the event the Card System is down and not able to verify transactions for customers, VCS will not process transactions. Merchant acknowledges that VCS shall not be responsible for lost profits or sales due to the malfunction of the Card System. Merchant agrees that it will be solely responsible for any transactions that are authorized by the Merchant without the knowledge or written consent of VCS, and notwithstanding the provisions of Section 6.2, will wholly indemnify and hold harmless VCS from and against any and all damage, loss, liability, consequential damage, expense, claim or obligation arising in connection therewith.

V. CONFIDENTIALITY

5.1 Confidential Information. The parties acknowledge and agree that during the initial term of this Agreement, including any renewal, and in the course of the discharge of the duties hereunder, each party may have access to and become acquainted with information concerning the other party (the "Confidential Information").

5.2 Confidentiality Obligations. Except as otherwise set forth herein or as expressly authorized by prior written consent of the other party, each party agrees that it shall not disclose the other party's Confidential Information during the term hereof or thereafter to any other person or entity.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. VCS and Merchant agree that they shall each indemnify and hold harmless the other party and its officers, directors and shareholders, from any and all loss, cost, expense, claim, damage and liability (including attorney's fees and court costs) paid or incurred by any one or more of them, to the extent it arises from, is caused by, or is attributable to (i) the failure by such party or its representatives to abide by the provisions of this Agreement; (ii) the violation by such party or its representatives, of any applicable laws, regulation or court order relating to this Agreement; or (iii) gross negligence, willful misconduct or any act or omission by such party or its representatives.

6.2 Limitation of Liability. Unless otherwise stated in Section 1.2(f) or 4.1, neither VCS nor Merchant's cumulative liability for all losses, claims, suits, breaches, or damages for any cause whatsoever and regardless of this form of action or legal theory, shall exceed the amount of fees and charges incurred by Merchant to VCS pursuant to this Agreement for services performed in the immediately preceding 3 months.

VII. TERM

7.1 Term. This Agreement shall commence on the date set forth in the Setup Form and shall have an initial term of one year from that date. This Agreement shall automatically renew for additional one-year terms unless either party has notified the other in writing that it does not wish to renew the Agreement at least 90 days prior to the expiration of either the initial term or any renewal term.

VIII. TERMINATION

8.1 Termination by VCS. The Merchant understands and agrees that this Agreement may be terminated immediately for "good cause" by VCS. For purposes of this Agreement, "good cause" shall mean (i) a material breach of this Agreement by the Merchant; (ii) failure to pay at the time specified any fees, charges or other amounts owed by the Merchant to VCS in accordance with the terms of this Agreement; (iii) a determination by VCS that all Merchant transactions have ceased and its business relationship with the Merchant has ceased; or (iv) the violation of any law or regulation applicable to the Merchant that has an adverse effect upon the operation of the system.

8.2 Termination by Merchant. VCS understands that this Agreement may be terminated by the Merchant upon 30 days written notice to VCS in the event (i) of a material breach of this Agreement by VCS; (ii) an increase of fees and charges set forth on the Setup Form as described in Section 2.1 hereof; or (iii) an amendment to this Agreement pursuant to Section 10.2 hereof.

8.3 Responsibilities upon Termination. The Merchant and VCS understand and agree that in the event this Agreement is terminated for any reason whatsoever:

- (a) Prior to the completion of the initial contract term, Merchant is obligated to immediately pay VCS a \$150.00 early termination fee in addition to any fees and charges incurred by the Merchant prior to the effective date of the termination;
- (b) After the initial term is completed, Merchant is obligated to immediately pay VCS any fees and charges incurred by the Merchant prior to the effective date of the termination;
- (c) Except where specified by a VCS guarantee or other written agreement with VCS, The Merchant shall not be entitled to a refund of any fees, charges, or other amounts paid to VCS and shall remain liable and responsible for, meeting all financial and other obligations arising from its participation that may have accrued prior to the effective date of such termination; and
- (d) Each party shall be responsible for the reinstallation of its computer or telecommunications support services and all related charges.

8.4 Continuing Obligations. The expiration or termination of this Agreement shall not affect or impair the obligation or rights of either party under Articles V and VI of this Agreement, nor any right, duty, or obligation arising pursuant to acts or omissions prior to the effective date of such termination.

IX. PROPRIETARY INTEREST

9.1 Proprietary Interest. The Merchant shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the Services provided by VCS. This Agreement is not to be construed as granting to the Merchant any patent rights or patent license in any patent which VCS may obtain in respect of the Services or VCS's software or equipment. The Merchant will make no attempt to duplicate or otherwise ascertain the components, circuit diagrams, logic diagrams, flow charts, source and object code, schematics or operation of, or otherwise attempt to reverse engineer any VCS provided equipment or software.

X. MISCELLANEOUS

10.1 Entire Agreement. This Agreement, together with the Setup Form and all matters incorporated by reference herein, constitutes the entire Agreement between the parties and supersedes all previous negotiations, commitments and writings, including any and all representations made by agents, resellers and representatives of VCS.

10.2 Amendments/Waivers. VCS may amend this Agreement in its sole discretion at any time whatsoever, including amending the fees and charges. No course of dealing or failure by a party to enforce any provision of or exercise any right under this Agreement shall constitute a waiver of such provisions or right or affect the validity of this Agreement, or limit or impair the right of a party subsequently to enforce such provisions or exercise such right.

10.3 Assignability. Either party may, without restriction, assign its rights or delegate its duties under this Agreement.

10.4 Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee. All parties hereto agree that the exclusive venue for any and all proceedings relating to this Agreement shall be in the state or federal courts located in Davidson County, Tennessee.

10.5 Notice. All notices or other communications required under this Agreement shall be effective when hand delivered, sent by U.S. mail (postage prepaid), emailed, faxed or sent by overnight courier and shall be deemed to be given when hand delivered, deposited in the U.S. mail as indicated, emailed or faxed by the sender, or deposited with the overnight courier. Notices shall be addressed to the parties at the address indicated on the Setup Form, or any other address that a party may give by notice to the other party.