



Merchant Application and Agreement

APPLICATION DATE _____

MERCHANT INFORMATION

B U S I N E S S	LEGAL NAME OF BUSINESS (CIRCLE) CORP LLC PARTNERSHIP SOLE PROP	BUSINESS PHONE NO. () () ()	BUSINESS FAX NO. () () ()		
	DBA (Doing Business As)	E-MAIL ADDRESS			
	BUSINESS HOURS: _____ AM to _____ PM	<input type="checkbox"/> EST <input type="checkbox"/> CST <input type="checkbox"/> MST <input type="checkbox"/> PST	CELLULAR NO. () () ()	PAGER NO. () () ()	
	BUSINESS STREET ADDRESS	CITY	STATE	ZIP	COUNTY
	MAILING ADDRESS (if different from above)	CITY	STATE	ZIP	COUNTY
	TYPE OF BUSINESS	EMPLOYER ID NO. (EIN #)	AGE OF BUSINESS YRS. _____ MOS. _____		

G U A R A N T O R	GUARANTOR NAME	TITLE	% OWNERSHIP	DOB (mm/dd/yy)	SOC. SECURITY NO.
	HOME STREET ADDRESS	CITY	STATE	ZIP	HOW LONG THERE? <input type="checkbox"/> OWN YRS. _____ MOS. _____ <input type="checkbox"/> RENT
	HOME PHONE NO. () () ()	DRIVER'S LICENSE NO.	EXPIRATION DATE	STATE OF INSURANCE	
	CO-GUARANTOR NAME	TITLE	% OWNERSHIP	DOB (mm/dd/yy)	SOC. SECURITY NO.
	HOME STREET ADDRESS	CITY	STATE	ZIP	HOW LONG THERE? <input type="checkbox"/> OWN YRS. _____ MOS. _____ <input type="checkbox"/> RENT
	HOME PHONE NO. () () ()	DRIVER'S LICENSE NO.	EXPIRATION DATE	STATE OF INSURANCE	

PRICING

Equipment Rental Available (You may use your own PC & standard printer)		Other Fees		MONTHLY SERVICE LEVEL AGREEMENT FEE Fee waived on a minimum of \$2K monthly product sales. (does not include Bill Payments) \$20.00
TERM	NoteBook Terminal \$25.00	Application Fee \$0.00	Account Funds Draw Down Amt. \$ _____	
18 MONTHS	Thermal Receipt Printer \$15.00	1st & Last Month Equip. Rent \$ _____	\$ _____	
Total Monthly Rent	\$ _____	Total Amount Due Now	\$ _____	

RENTAL EQUIPMENT

QTY	NoteBook MODEL/MAKE	Thermal Printer MODEL/MAKE
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CREDIT CARD INFORMATION

CREDIT CARD TYPE	NAME ON CARD	CREDIT CARD NUMBER	EXPIRATION DATE (MO. & YR)	3 NUMBERS ON BACK OF CARD
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PRODUCT PROFILE

As described in Agent commission.

Note: Product discounts, commissions and fees are subject to change as carrier products and discounts change.

ABOUT YOUR BANK

BANK NAME	BANK PHONE NO.
BANK REPRESENTATIVE NAME	
ABA ROUTING NO. (9 Digits)	ACCOUNT NO.

PLEASE ATTACH A VOID CHECK
(for ACH depositing purposes)

Owner/Guarantor does hereby guarantee to Pay Zone and to its endorsers, transferees, successors or assigns of either this Agreement or any of the other secure hereunder, the prompt payment according to their respective terms of all obligations of the Merchant to pay Zone of any kind of character, and does agree that if they, or them, are not so paid by the Merchant, in accordance with their terms, then, upon demand of Pay Zone the Owner/Guarantor will immediately do so. The liability of each Owner/Guarantor hereunder is UNLIMITED and shall include payment of all costs and attorney's fees incurred by Pay Zone, in the enforcement of this Guaranty and the collection of monies owed from the Merchant to Pay Zone. *The authorized signer understands and agrees that an investigative or consumer report about the commercial and/or personal finances of the legal entity making this application and/or the authorized signer may be requested from a consumer and/or commercial credit reporting agency or other investigative agency by Pay Zone. and/or its agents, suppliers or affiliates. ALL THE PROVISIONS CONTAINED IN THE MERCHANT SERVICE AGREEMENT ON THE REVERSE SIDE CONSTITUTE A PART OF THIS CONTRACT AND THE

Signature _____
Print Name _____
Title _____
Date _____

Co-Signature _____
Print Name _____
Title _____
Date _____

MERCHANT SERVICE AGREEMENT

WHEREAS, Pay Zone is a supplier of: (a) comprehensive merchant services including, but not limited to, point of sale and transaction processing 'Equipment, credit card processing, check validation/authorization and electronic benefit transfer processing (hereinafter "Merchant Services"); and (b) electronically delivered prepaid telecommunications products and other electronically delivered Electronic Receipt Pin Based Products, including e-pin based Electronic Receipt Pin Based Products (hereinafter "Electronic Receipt Pin Based Products").

WHEREAS, Merchant desires to subscribe to Pay Zone Merchant Services and be appointed as a non-exclusive retail reseller of Pay Zone Electronic Receipt Pin Based Products & Prepaid Home Phone Service..

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and contract as follows:

A. MERCHANT SERVICES

- Merchant Services. Pay Zone directly, or through an affiliate, may make available to Merchant during the Term of this Agreement, by means of an optional separate agreement, the following Merchant Services:
 - Web Based Reporting: Access to web site provided by Pay Zone or an affiliated party.
 - Payment Processing: May include credit, debit, check, or EBT, etc., provided through an Pay Zone affiliated processor.
 - ATM Services: Provided through an Pay Zone affiliated processor.
- If leasing or purchasing unit:
 - Equipment. Pay Zone, or a certified Pay Zone Sales Agent or Value Added Reseller (VAR) shall make available to Merchant, at Merchant's expense, by means of a separate lease or by purchase the Equipment necessary to receive selected Merchant Services and Electronic Receipt Pin Based Products and to printout and deliver such Electronic Receipt Pin Based Products to the retail consumer. Merchant agrees to utilize the Equipment as required by the manufacturer's instruction and use only approved and provided peripherals, consumables, and accessories. In connection with the operation of the Equipment, Merchant shall supply electricity, 24 hour per day, 7days per week and analog telephone access to the Equipment in the first instance at the Equipment Telephone Number.
- If subscribing to month SLA:
 - Merchant Services Level Fee. Merchant hereby subscribes to Pay Zone's Merchant services for the Term of this Agreement. During the Term Merchant shall pay to PayZone or its designee a monthly Merchant Services Level Fee as set forth in this agreement per terminal per month, by Automated Clearing House (ACH) debit to Merchant's identified bank account by Pay Zone's designee. Unless otherwise specified, the Term of this Agreement shall be for forty-eight (48) months. This Agreement shall automatically renew for annual terms (12) months thereafter unless Merchant advises Pay Zone of its intent not to renew, not less than 90 days prior to the end of the initial term or renewal term, if in the event the merchant wishes to cancel a seventy-five (\$75.00) fee will be assessed. The merchant must advise Pay Zone 30 days prior to the cancellation of this agreement.
- At any time during the term of this Agreement, Pay Zone may, upon 10 days advance notice to the Merchant, by correspondence or by posting on the Pay Zone web page, change the price of any Merchant Services or mix of Electronic Receipt Pin Based Products supplied to the Merchant by Pay Zone or any Pay Zone affiliated entity. Such price change shall be effective upon the later of ten days after the date of the notice or the date specified in the notice.

B. ELECTRONIC RECEIPT PIN BASED PRODUCTS

- Electronic Receipt Pin Based Products. Pay Zone shall supply to Merchant prepaid telecommunications and other Prepaid E Products in an electronic format which shall be delivered to and/or stored in the Equipment Upon sale by the Merchant to a retail consumer, the electronically delivered prepaid telecommunications or other Electronic Receipt Pin Based Products shall be downloaded from Pay Zone Electronic Receipt Pin Based Products server and printed out on appropriate media for delivery to the retail customer and Merchant's account shall be charged for such products. Merchant agrees to carry Pay Zone's full and complete product line up unless otherwise mutually agreed between Merchant and Pay Zone. Likewise, Merchant agrees that it will not utilize the Equipment to carry, sell or deliver products other than those purchased from Pay Zone without Pay Zone's prior written consent.
- Appointment. Pay Zone hereby appoints Merchant the non-exclusive right to act as Pay Zone's authorized retail reseller for its Home Phone Service & Electronic Receipt Pin Based Products. Merchant agrees to accept such appointment on the terms and conditions set forth in this Agreement. The term of this appointment shall run concurrently with Merchant's subscription for Merchant Services. Provided, however, that nothing herein shall be construed or interpreted to authorize Merchant to resell the Pre Paid E-Products over, or by the means of, the internet, nor to authorize or permit Merchant to use the names or logos of Pay Zone or any company whose products are offered by Pay Zone, which actions are expressly prohibited by Pay Zone.
- Terminal Supplies. Merchant is responsible for purchasing all other terminal supplies such as thermal receipt paper, thermal head and the supplies not specifically related to Electronic Receipt Pin Based Products.
- Provisioning. Pay Zone and Merchant shall agree on a mix of Electronic Receipt Pin Based Products to be carried by Merchant as set forth on the PrePaid Product profile attached hereto as Exhibit "A." Pay Zone shall. Subject to credit parameters established by Pay Zone, supply Merchant's requirements for the Electronic Receipt Pin Based Products electronically, from time to time, at intervals to be determined by the Pay Zone.
- Sales Taxes. Merchant shall collect and remit to the appropriate authority all sales or use tax imposed in the jurisdiction in which the Merchant is located on the retail sale of the Electronic Receipt Pin Based Products.
- Point of Presence Material. Merchant shall display prominently and in accordance with Pay Zone's instructions and all applicable laws and regulations, all Point of Presence Material provided to Merchant by Pay Zone in connection with Home Phone Service & Electronic Receipt Pin Based Products. Merchant understands that the Point of Presence Material contains certain legally required disclosures that must accompany the Electronic Receipt Pin Based Products.

C. TERMS AND CONDITIONS

- Exclusivity: During the term of this Agreement and any renewals thereof, Merchant shall exclusively offer for sale Pay Zone prepaid telecommunication products and services ("Pre-Paid E-Products"). Merchant shall not offer for sale any Pre-Paid Products that compete with those available from Pay Zone or any Pay Zone affiliated entity. Merchant agrees this provision may, at Pay Zone's election, be enforced by injunction.
- Merchant Directives. Merchant agrees to abide by all Merchant directives, protocols and procedures as promulgated by Pay Zone on the Pay Zone Merchant Website from time to time. If there is an inconsistency or conflict between or among the publications made by Pay Zone, Pay Zone shall have the sole right to declare which shall control. Any change in Pay Zone's directives or policies and related publications by any additional publications shall be effective from its date or the date dated therein regardless whether such a change has come to the Merchant's attention before or after the effective date.
- ACH Authorization. Merchant hereby authorizes Pay Zone, its sponsoring bank or designated agent or assignee to originate an ACH debit to Merchant's account, as provided by Merchant to Pay Zone for all Obligations of Merchant to Pay Zone under this Agreement. The ACH transactions may be initiated daily, or twice per week, dependent on the account credit limits established between Pay Zone and Merchant. Merchant shall cooperate with Pay Zone to establish and maintain this ACH payment mechanism. Merchant agrees that inquiries or challenges to ACH debits shall be limited to the two (2) most recent ACH debits to Merchant's account. All prior ACH debits shall be deemed and agreed to be final. In the event Pay Zone incurs any charges due to the failure of an ACH debit to properly process or in the event that Merchant does not have sufficient funds in its account to permit the ACH debit to go through, Merchant shall immediately, upon demand, reimburse Pay Zone for all such charges and expenses incurred together with a \$35.00 administrative fee. Notwithstanding the foregoing, the failure of an ACH debit to properly post to Merchant's account shall entitle Pay Zone to immediately suspend service or terminate this Agreement.
- Security Interest. Merchant grants to Pay Zone a security interest in all Merchant's accounts receivable, including specifically any amounts due Merchant from any Pay Zone affiliated processor or service provider. Upon default hereunder, Merchant authorizes Pay Zone to demand and receive direct payment of all sums due Merchant from such processors or service providers. Merchant agrees to execute any and all documents necessary to perfect or enforce this security interest.
- Default. Upon the occurrence of an event of monetary default, the party not in default shall have the right to terminate this Agreement upon written notice to the other party. Upon the occurrence of an event of non-monetary default, the party not in default shall have the right to terminate this Agreement upon written notice to the other party and the failure of the other party to cure such default within thirty (30) days of receiving such written notice. As used herein, the term "event of default" shall mean (a) the failure to pay any sums owing to the other party when due; (b) breach or default under any separate lease or financing agreement with any Pay Zone affiliated lessor or other financing entity in connection with the Equipment or Merchant Services provided hereunder; (c) Failure by a party to observe or perform, in any material respect, any of the covenants or agreements contained in this Agreement; or (d) a party's insolvency, assignment for the benefit of creditors, Appointment or surfeiture of appointment of a trustee, a receiver or similar officer, or commencement of a proceeding seeking reorganization, rehabilitation, liquidation or similar relief under the bankruptcy, insolvency or similar debtor-relief statutes.
- Termination. Pay Zone may terminate this Agreement immediately or suspend performance hereunder upon the occurrence of an event of default or in the event any ACH debit "bounces" or in the event Pay Zone determines it is necessary in order to protect Pay Zone's business or good name. Upon termination, Merchant shall return to Pay Zone all Pay Zone owned equipment and supplies. Return all Point of Presence Materials, and pay all sums due under this Agreement. Upon compliance by Merchant with its termination obligations hereunder, Pay Zone shall return to Merchant its draw down account balance, less any deductions there from or loss or damaged Equipment or payments due.
- Compliance. Merchant shall comply with all applicable and governing local, state or federal laws, rules and regulations governing the sale of the Electronic Receipt Pin Based Products or use of the Merchant Services.
- Limited Warranty. In addition to the Extended Warranty on the Equipment, if elected, Pay Zone shall provide to Merchant such warranties as are provided to Pay Zone by the service provider of the Electronic Receipt Pin Based Products or Merchant Services purchased by Merchant hereunder. The manufacturer's or service provider's warranties passed on to Merchant hereunder shall be the exclusive warranties provided to Merchant hereunder. NO OTHER WARRANTY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE; AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.
- Limit On Liability. Merchant's sole and exclusive remedy relating to purchases under this Agreement shall be the remedy afforded by the service provider to Merchant and/or Merchant's customers. In no event shall Pay Zone be liable under this Agreement for lost profits, revenues, or other incidental, special, or consequential damages. In no event shall damages awarded against Pay Zone exceed the purchase price paid for the Electronic Receipt Pin Based Products or Merchant Services out of which any claim may arise.
- Notice. Whenever in this Agreement notice is required or desired to be given, it shall be given in writing and personally delivered or mailed by U.S. Mail, Certified or Registered, Return Receipt Requested. If such notice is given by Certified Mail, Return Receipt Requested, then notice shall be deemed to be given on the day mailed and shall be deemed received and effective on the third (3rd) day after the date of the postmark of the mailed notice or the date posted and marked upon the receipt at the time such notice is presented to a facility of the United States Postal Service for depositing and mailing. Alternatively, if such notice, in writing is physically delivered to the person to whom notice is intended to be given, then notice is deemed to be given, effective and received at such time the notice is physically handed to such person. Delivery of notice in person may be given by anyone competent to certify to such action.
- Assignment. Merchant shall not assign this agreement without Pay Zone's express written consent that may be given or withheld in Pay Zone's sole and absolute discretion. Any purported assignment in violation of this provision shall be void and shall be deemed an early termination of this Agreement. This Agreement shall be freely assignable by Pay Zone and Merchant agrees to bind upon the assignee provided it assumes Pay Zone's obligations hereunder.
- Entire Agreement. This Agreement supersedes all other agreements between the parties pertaining to the contemplated transaction and constitutes the entire agreement of the parties regarding such matters and there are no other oral or written statements and promises upon which any party hereto is relying, other than what is set forth herein in writing or referred to herein.
- Modification or Amendment. This Agreement may only be modified or amended if done so in writing and signed by all parties hereto. In the event one of the parties hereto does not execute a proposed amendment or modification it shall be not be binding upon him.
- Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas without reference to principles of choice of law, conflict of laws or comity. Any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of the State of Kansas. The parties to this Agreement hereby consent to the jurisdiction of such court in any such suit, action or proceeding, and waives any objection which any party may have to the laying of the venue of any such suit, action or proceeding in Johnson County, Kansas. Except that, in the event that any suit, or legal proceeding arising out of the Agreement is based on a claim over which exclusive jurisdiction is vested in the Courts of the United States such suit, action or legal proceeding shall be brought in the Courts of the United States for the State of Kansas and venue shall lay only in the United States District Court for the North Eastern District of Kansas.
- Non-Waiver. The failure of either party to this Agreement to object to or to take any affirmative action with respect to any conduct of the other which is in violation, breach, or default of the terms here of, shall not be construed as a waiver thereof, nor of any future breach or subsequent violation, breach or default.
- Attorneys Fees. In the event that any suit is filed because of a dispute or disagreement under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements incurred in such suit or action from the other party.
- Captions. The titles, captions or headings utilized in this Agreement are added as a matter of convenience only, and shall not be considered a material part hereof, and shall in no way effect the construction of any provision hereof.
- Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document for all purposes.
- Jointly Drafted. This Agreement shall be deemed for all purposes to have been jointly drafted by the parties hereto. In the event of any dispute hereunder no party shall be entitled to have any provision hereof construed more strictly against any other party hereto.
- Severability. In the event any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not "be affected thereby"; and it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is held to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a legal, valid and enforceable clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible.

Merchant Initial _____