

MERCHANT AGREEMENT AND INFORMATION RECEIPT ACKNOWLEDGEMENT

Program Name:

MERCHANT INFORMATION

Merchant Name:

Merchant Location Address:

Merchant City, Prov, Postal Code:

Merchant Phone Number:

TEST SWIPE INFORMATION

Card Number:

CREDIT CARD INFORMATION

Date / Time:

Amount:

Authorization Code:

DEBIT SWIPE INFORMATION

Date / Time:

Amount:

Authorization Code:

This Agreement is reached between Merchant and EML Payments USA, LLC ("EML") and governs Merchant's participation in the Card Program (the "Program"). In the Program, a card (the "Card") may be used by cardholders to purchase goods and services only at merchants which have been invited and accepted to participate in the Program.

These TERMS AND CONDITIONS govern the participation of Merchant in the Card Program and apply to each merchant who agrees to participate in the Program and accept the Card as a form of payment for goods and/or services from the Merchant. Merchant agrees that it will follow the terms and conditions stated on the back page of this Agreement and acknowledges the following:

- Merchant agrees to participate in the Program and to accept the Card as a form of payment for goods and/or services from Merchant.
- The Card has been tested at a register at the Merchant Location. Personnel at the Merchant Location have been trained on the process including the no gratuity policy and understand and will adhere to the terms and conditions set forth on the back of this document and the procedures outlined in the EML Merchant Reference Guide that has been left at the Merchant Location.
- The Card is administered by EML. Merchant must contact EML with any changes to Merchant Location's merchant ID.
- Merchant understands that transaction processing fees will be incurred through your merchant acquirer when accepting the Card.
- Merchant should follow its standard store policy when processing refunds on merchandise purchased using the Card. Refunds on credit returns can take up to 7 days to appear on the customer's Card balance.

If you have additional questions, please contact the Card Program's office or EML.

MERCHANT REPRESENTATIVE

Name

Signature

Title

Date

I want to receive a copy of this form

PROGRAM REPRESENTATIVE

Name

Signature

Title

Date

I want to receive a copy of this form

EML REPRESENTATIVE

Name

Signature

Date

CARD PROGRAM

MERCHANT PARTICIPATION - TERMS AND CONDITIONS

To participate in the Program, Merchant must supply equipment that is capable of processing and receiving real-time preauthorization for the financial transactions on the Network ("Network" means Visa®, MasterCard®, Discover®, American Express®, Cirrus, Plus, and/or any other association or card network system capable of transmitting financial transactions and settlement thereof). EML reserves the right to move the Program to another Network.

- Merchant must inform its Network card Acquirer and their delegated processors that Merchant Location will accept the Card.
- The Card will include a card number and a BIN that is within the Network BIN range.
- The Card is not a Network product and is not subject to provisions of acceptance agreements that relate to processing of Network cards, including for example, processing of chargebacks and credits. No recourse is available from Network for any transactions or other claims arising from the Card.
- It is the responsibility of Merchant Location to make arrangements for acceptance services such as processing and related support for the Card. Network does not guarantee the payment for transactions on the Card.
- Network card promotions and cardholder benefits do not apply, unless a Network card is also used for payment purposes, for example if the value of the Card does not fully cover the purchase amount.
- The Card shall not be redeemed for cash or accepted to make a payment on any account owed by a cardholder to Merchant.
- In its sole discretion, EML shall have the right to approve Merchant for participation in the Program, and to remove Merchant from participating in the Program. Merchant shall have the right to decline from participating in the Program, unless other contractual obligations require participation by Merchant.
- A Card shall not be accepted by the Merchant above the authorized amount of the Card at the time of purchase.
- Forced settlements to a Card are prohibited and the Card shall not be accepted to pay for tips or gratuities.
- Merchant will be invoiced and/or charged back for settlement amounts that exceed the funds available on the Card or result from an unauthorized transaction.
- We suggest that servers draw a line through the tip section on the receipt so the customer does not have the option of writing in a tip amount.
- If Merchant accepts a tip or gratuity on the Card, Merchant will be invoiced and/or charged back for the dollar amount that exceeds the available card balance on the Card.
- Merchant acknowledges and agrees to indemnify and hold Network and its members harmless from and against claims, liabilities, losses and expenses arising from or in connection with the Program that are caused by any act or inaction by Merchant or the failure of Merchant to comply with these Terms and Conditions.
- The receipt at left with the 1EMPTY authorization code represents a balance of zero. When you see this, it means that all the funds on the card have been used. The receipt at the right shows a balance of \$50.00. The X in the authorization code represents the decimal point in the figure.

MERCHANT NAME	
123 MAIN STREET	
E454589600000000 AA1A	
DATE 05/01/09	TIME 10:42 PM
ITEM: 020 SALE \$100.00	
ACT: xxxxxxxxxxxxxxxxxx xxx	
AUTHORIZATION CODE: 1EMPTY	
AMOUNT DUE	\$100.00
TIP	\$ _____
TOTAL	<u>\$ 100.00</u>

MERCHANT NAME	
123 MAIN STREET	
E454589600000000 AA1A	
DATE 05/01/09	TIME 10:42 PM
ITEM: 020 SALE \$100.00	
ACT: xxxxxxxxxxxxxxxxxx xxx	
AUTHORIZATION CODE: 050X00	
AMOUNT DUE	\$50.00
TIP	\$ _____
TOTAL	<u>\$ 50.00</u>