

United Bank Card

Tel: 800-201-0461 • Fax: 360-933-3652 • www.unitedbankcard.com

GIFT / LOYALTY CARD PROGRAM

Powered by Valutec Card Solutions

1 CUSTOMER INFORMATION

DBA Name _____ Number of locations _____

Company Name _____

Address _____

City _____ State _____ Zip Code _____

() _____ () _____

Company Phone _____ Fax _____

() _____

Contact Name _____ Phone#/extension _____

Contact Email _____

Bank Account DDA Number _____ Routing Number _____

URL (Website) _____

2 ACCOUNT DATA

Sales Rep Name _____ ID _____

() _____

Sales Rep Phone _____ Ext _____

Sales Rep Email Address _____

1. Type of Account Independent Merchant
 Corporate of Multi-Chain Alliance (Mall, Franchise)

2. Merchant Type Retail Restaurant or Retail w/tips

3. Bus. Description _____

4. Send MID/TID to: United Bank Card

5. Terminal Type _____

6. Time Zone (check one)
 Eastern Central Mountain Pacific

7. Password options for terminal functions?
 yes (password) _____ no

8. Pooling: Corporate Location Report Only

9. Billing Level Corporate Location

10. Web Reports Access Setup (use 8 letters/digits)
 UserName _____
 Password _____

3 CARD PACKAGES (Select One)

100-Card Package 100 Standard Cards & Merchandising Package.

• No. of 100-Card Packages Ordered _____ x \$ _____ = \$ _____

500-Card Package 500 Standard Cards & Merchandising Package

• No. of 500-Card Packages Ordered _____ x \$ _____ = \$ _____

• Flat monthly processing fee # of locations _____ x \$ _____ = \$ _____

• Per transaction processing fee Monthly System Access _____ Per Transaction Fee \$ _____

Merchant Name on Card PLEASE PRINT CLEARLY & ATTACH BUSINESS CARD IF AVAILABLE

No more than 24 characters/spaces recommended. Long names may require 2 lines on card.

1. Card Design GIFT (SC1-SC30) _____ LOYALTY (RC1-RC4) _____

2. Lettering Style Futura Helvetica Bold Janson Text Garamond Cond
 COPPERPLATE Bellevue Savoy

3. Lettering Color Black Red Blue Silver Gold

4. Card Holder GIFT (1H-10H) _____ LOYALTY (LCH1-LCH2) _____

Custom Card Package Program Type(s) Gift Loyalty

Per Location Setup Fee \$ _____ Qty Gift Cards _____ Cost ea. _____

Monthly System Access \$ _____ Qty Loyalty Cards _____ Cost ea. _____

Per Transaction Fee \$ _____ Graphic Design: \$75 per design \$ _____

Return ACH \$ _____ 50.00 _____ Prepress/Proof: \$100 per design \$ _____

Custom Card Production

1. Contact for Card Production
 Reseller Company Contact listed above Other _____

2. Who Will Create Card Design? Valutec Merchant Reseller

3. Artwork Enclosed with order: disk / paper Will be emailed by: Merchant / Reseller No artwork

4. Back-of-Card Verbiage Select Verbiage Option 1 (bullet point) 2 (paragraph) 3 Custom (attach copy)

5. Email Proof To: Merchant Reseller Other _____

6. Ship Cards To: Merchant Reseller Individual Locations Other _____

4 PAYMENT INFORMATION

Package Selected _____

Account Setup Cost \$ _____

Total Card Cost \$ _____

Merchandising Cost \$ _____

TOTAL SETUP Cost* \$ _____

*Shipping & Handling will be added to total.

Payment Method
 Check Credit Card COD ACH

Card # _____

Exp. Date _____ CW2 _____

COMPANY USE ONLY

Download Record Number _____

Merchant Id _____

Terminal ID _____

Client ID _____

Card Sequencing _____

Application ID _____

Contract Complete? _____ Contract Entered? _____

As indicated in the attached Card Processing Agreement, fees and charges will be deducted directly from the bank account indicated above via Automated Clearing House (ACH) transfer of funds through the ACH bank designated by Valutec Card Solutions (VCS). Your signature below is your signature to the Card Processing Agreement 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 be bound by the provisions thereof. Minimum 2-year contract term. ATTACH VOIDED CHECK FROM DESIGNATED BANK ACCOUNT.

Please fax the completed application to: 360-933-3652

Owner's 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.