

A Corporate Resolution is used to validate that the person(s) signing the contract with Nova is authorized to bind that entity into a contract with Nova.

FREQUENTLY ASKED QUESTIONS

Q- should the owner(s) or officer(s) on the application be the person(s) to sign the merchant agreement line on the legal page as well as in the body of corporate resolution?

A- Yes, the owner(s) or officer(s) on the application should be the same person signing the merchant agreement line on the legal page as well as in the body of the corporate resolution. If there are multiple owners or officers and one or more are not available to sign the contract then the one that is available should be on the application as well as signing the merchant line on the legal page and in the body of the corporate resolution. The witness line should be executed and should be a different person than is on the merchant agreement line/body of corporate resolution. See example of a properly executed corporate resolution.

Q-If the owner is 100% owner but is not signing the personal guarantee and there is no other owners or officers to witness the corporate resolution then what should be provided?

A-Either Articles of Inc or tax returns reflecting the owners name and % of ownership should be provided along with the legal page with the merchant line signed.

Q-Can a depository resolution be provided in lieu of the Nova corporate resolution?

A- No, but a borrowing resolution can be used or a resolution that the entity has internally as long as the language refers to a "borrowing contract" or binding of contracts. The person(s) signing the Nova legal page must be the same person(s) on the borrowing resolution or the internal company resolution.

Q-Does a non-profit entity (501c3) have to execute a corporate resolution?

A-If the personal guarantee is not being signed by an officer of the non-profit entity then a corporate resolution must be executed just as the same as any other corporate entity. If the minutes of the non profit's meeting is available that shows it was voted on to accept credit cards through Nova and the person authorized to take care of that is named in the minutes.

Invalid Corp Resolution

MERCHANT APPLICATION

MERCHANT REPRESENTATIONS AND CERTIFICATIONS

Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to NOVA Information Systems, Inc. ("NOVA"), with offices at 7300 Chapin Highway, Knoxville, TN 37920, and Wachovia Bank, N. A. ("Member"), with offices at 301 South College Street, Charlotte, NC 28288, (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application and the Terms of Service ("TOS"). Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS.

Merchant agrees to establish and maintain sufficient funds in an account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. Merchant authorizes us to credit/debit that account as necessary. In addition to the fees set forth in the Merchant Application, you will pay NOVA at the then current rates for account maintenance (e.g., dda/dba changes), special processing, retraining, equipment swaps and research including, but not limited to, research required to respond to any third party or government subpoena, levy or garnishment on your account.

Merchant understands that we may take any of the following actions if necessary to protect ourselves from financial loss: establish, or require Merchant to establish, a reserve account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Merchant, which may be changed from time to time with or without notice to Merchant; and/or suspend the processing of transaction receipts for as long as necessary to investigate suspicious, unusual or excessive activity.

Merchant must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Merchant understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT MERCHANT WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

If Merchant terminates within one year of the date set forth below, Merchant will immediately pay NOVA, as liquidated damages, an early termination fee equal to \$295, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$195, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. NOVA will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination.

Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

Merchant further acknowledges and agrees that any information provided in connection with this Merchant Application and all other relevant information may be supplied by us to our affiliates. This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

Merchant DBA Name: ABC Corporation

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|---------------------------------|----------------------------------|---------------------------|-----------------------|
| Signature: X <u>Owner XYZ</u> | Printed Name: <u>Owner XYZ</u> | Title: <u>President</u> | Date: <u>11/23/04</u> |
| Signature: X <u>Owner Smith</u> | Printed Name: <u>Owner Smith</u> | Title: <u>V President</u> | Date: <u>11/23/04</u> |

PERSONAL GUARANTY

As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, chargebacks) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the guarantor(s) receive no additional benefit from the guaranty.

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| Signature: X | Printed Name: | SSN#: | Date: |
| Signature: X | Printed Name: | SSN#: | Date: |

CORPORATE RESOLUTION

I certify that I hold the office indicated below of Merchant and am the keeper of the records of that company, organized and existing under the laws of the state indicated below and that the following is a correct copy of certain resolutions adopted at a meeting of the board of directors/general partnership/manager or members of a limited liability company, as appropriate, in accordance with the by-laws or other governing document of the company held on the 23 day of Nov. (month), 04 (year):

1. Resolved, that any one of the following officers of the company:

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|---------------------------------|----------------------------------|---------------------------|
| Signature: X <u>Owner XYZ</u> | Printed Name: <u>Owner XYZ</u> | Title: <u>President</u> |
| Signature: X <u>Owner Smith</u> | Printed Name: <u>Owner Smith</u> | Title: <u>V President</u> |
| Signature: X | Printed Name: | Title: |

is authorized to:

- A) execute on behalf of this company a Merchant Application and any agreements or other necessary documents including any amendments;
- B) execute any document requested from time to time to be executed in furtherance of the Merchant Application or relationship resulting therefrom;
- C) perform all acts that may be necessary to carry out the intent of the Merchant Application and this Corporate Resolution.

2. Resolved, that the Merchant Application and the resulting relationship is ratified and approved;

3. Resolved, that the entities receiving this Merchant Application are authorized to rely upon this Corporate Resolution until advised in writing by a like certification of any changes and are authorized to rely on such changed certification.

Secretary / Officer / Non-Member Manager (LLC) / Member (LLC) / General Partner/Owner [circle one] _____ State in which Merchant is organized _____

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|--------------|---------------|--------|-------|
| Signature: X | Printed Name: | Title: | Date: |
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SUBMITTED BY

To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.

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|-----------------------------------|---------------|-----------|-------|
| Sales Representative Signature: X | Printed Name: | Rep ID #: | Date: |
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FOR OFFICE USE ONLY

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| Accepted by NOVA Information Systems, Inc.: | Date: |
| Accepted by Member: | Date: |

VALID CORP Resolution

MERCHANT APPLICATION

MERCHANT REPRESENTATIONS AND CERTIFICATIONS

Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to NOVA Information Systems, Inc. ("NOVA"), with offices at 7300 Chapman Highway, Knoxville, TN 37920, and Wachovia Bank, N. A. ("Member"), with offices at 301 South College Street, Charlotte, NC 28228, (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application and the Terms of Service ("TOS"). Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS.

Merchant agrees to establish and maintain sufficient funds in an account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. Merchant authorizes us to credit/debit that account as necessary. In addition to the fees set forth in the Merchant Application, you will pay NOVA at the then current rates for account maintenance (e.g., dda/dba changes), special processing, retraining, equipment swaps and research including, but not limited to, research required to respond to any third party or government subpoena, levy or garnishment on your account.

Merchant understands that we may take any of the following actions if necessary to protect ourselves from financial loss: establish, or require Merchant to establish, a reserve account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Merchant, which may be changed from time to time with or without notice to Merchant; and/or suspend the processing of transaction receipts for as long as necessary to investigate suspicious, unusual or excessive activity.

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Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

Merchant further acknowledges and agrees that any information provided in connection with this Merchant Application and all other relevant information may be supplied by us to our affiliates. This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

Merchant DBA Name: ABC Corporation

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| Signature: X <u>Dumark XYZ</u> | Printed Name: <u>Owner XYZ</u> | Title: <u>President</u> | Date: <u>11/23/04</u> |
| Signature: X | Printed Name: | Title: | Date: |

PERSONAL GUARANTY

As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, chargebacks) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the guarantor(s) receive no additional benefit from the guaranty.

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| Signature: X | Printed Name: | SSN#: | Date: |
| Signature: X | Printed Name: | SSN#: | Date: |

CORPORATE RESOLUTION

I certify that I hold the office indicated below of Merchant and am the keeper of the records of that company, organized and existing under the laws of the state indicated below and that the following is a correct copy of certain resolutions adopted at a meeting of the board of directors/general partnership/manager or members of a limited liability company, as appropriate, in accordance with the by-laws or other governing document of the company held on the 23 day of Nov, (month), 04 (year):

1. Resolved, that any one of the following officers of the company:

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|--------------------------------|--------------------------------|-------------------------|
| Signature: X <u>Dumark XYZ</u> | Printed Name: <u>Owner XYZ</u> | Title: <u>President</u> |
| Signature: X | Printed Name: | Title: |
| Signature: X | Printed Name: | Title: |

- is authorized to:
- A) execute on behalf of this company a Merchant Application and any agreements or other necessary documents including any amendments;
 - B) execute any document requested from time to time to be executed in furtherance of the Merchant Application or relationship resulting therefrom;
 - C) perform all acts that may be necessary to carry out the intent of the Merchant Application and this Corporate Resolution.

2. Resolved, that the Merchant Application and the resulting relationship is ratified and approved;

3. Resolved, that the entities receiving this Merchant Application are authorized to rely upon this Corporate Resolution until advised in writing by a like certification of any changes and are authorized to rely on such changed certification.

Secretary Officer / Non-Member Manager (LLC) / Member (LLC) / General Partner/Owner (circle one) State in which Merchant is organized TN

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|-------------------------------------|--------------------------------------|-------------------------|-----------------------|
| Signature: X <u>Secretary Nancy</u> | Printed Name: <u>Secretary Nancy</u> | Title: <u>Secretary</u> | Date: <u>11/23/04</u> |
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SUBMITTED BY

To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.

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|-----------------------------------|---------------|-----------|-------|
| Sales Representative Signature: X | Printed Name: | Rep ID #: | Date: |
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FOR OFFICE USE ONLY

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| Accepted by NOVA Information Systems, Inc.: | Date: |
| Accepted by Member: | Date: |