



ISO AGENT NAME
ISO OFFICE PHONE
ISO OFFICE CODE

OFFICE USE ONLY									
MERCHANT #									20
PRN	0	0	1	ASSN		CHAIN			
GIFT CARD ORDER COMPLETED BY									

1 MERCHANT INFORMATION

LEGAL BUSINESS NAME	NAME OF ACCOUNT (DOING BUSINESS AS)
LEGAL ADDRESS	DBA ADDRESS (IF DIFFERENT FROM LEGAL)
CITY STATE ZIP	CITY STATE ZIP
TELEPHONE #	FAX #
E-MAIL ADDRESS	WEBSITE ADDRESS

2 PROGRAM TYPE

CARD TYPE: GIFT LOYALTY GIFT & LOYALTY

SETUP TYPE: SINGLE LOCATION MULTI-LOCATION LIST MID'S: _____

3 PROCESSING FEES

MONTHLY HOSTING FEE: \$ _____ TRANSACTION FEE: _____ ¢

4 CARD PACKAGES

1-COLOR PRE-DESIGN RE-ORDER W/ NO DESIGN CHANGES

(INCLUDES CARD ENVELOPES, STAND AND WINDOW DECALS)

100 CARD PACKAGE - \$89.50 250 CARD PACKAGE - \$199.50 500 CARD PACKAGE - \$369.50

CARD DESIGN	CARD STOCK	FONT STYLE	TEXT
Select One <input type="checkbox"/> 00 CLASSIC <input type="checkbox"/> 12 RUSTIC <input type="checkbox"/> 01 GIFT CARD 1 <input type="checkbox"/> 13 GRAPES <input type="checkbox"/> 02 GIFT BOX <input type="checkbox"/> 14 DESERT <input type="checkbox"/> 03 GIFT WRAP <input type="checkbox"/> 15 FLORAL <input type="checkbox"/> 04 GIFT CARD 2 <input type="checkbox"/> 16 NAUTICAL <input type="checkbox"/> 05 RECTANGLE <input type="checkbox"/> 17 FLAMES <input type="checkbox"/> 06 DIGITAL <input type="checkbox"/> 18 GOLF <input type="checkbox"/> 07 OVAL <input type="checkbox"/> 19 SPORTSMAN <input type="checkbox"/> 08 BAMBOO <input type="checkbox"/> 20 COFFEE <input type="checkbox"/> 09 RECTANGLE 2 <input type="checkbox"/> 21 AUDIO <input type="checkbox"/> 10 COLUMNS <input type="checkbox"/> 22 AUTOMOTIVE <input type="checkbox"/> 11 DAISY <input type="checkbox"/> 23 SALON	Select One <input type="checkbox"/> BLACK <input type="checkbox"/> COPPER <input type="checkbox"/> GOLD <input type="checkbox"/> GREEN <input type="checkbox"/> SILVER <input type="checkbox"/> WHITE INK COLOR Select One <input type="checkbox"/> BLACK <input type="checkbox"/> GOLD <input type="checkbox"/> SILVER <input type="checkbox"/> WHITE	Select One <input type="checkbox"/> Hi-TECH <input type="checkbox"/> Bauhaus <input type="checkbox"/> ENGRAVERS <input type="checkbox"/> <i>French Script</i> <input type="checkbox"/> Harrington <input type="checkbox"/> Myriad <input type="checkbox"/> <i>Old English</i> <input type="checkbox"/> Papyrus <input type="checkbox"/> Poor Richard <input type="checkbox"/> Times	SELECT TEXT JUSTIFICATION <input type="checkbox"/> Left <input type="checkbox"/> Center <input type="checkbox"/> Right INFORMATION TO APPEAR ON CARDS (PLEASE PRINT) Line 1 _____ Line 2 _____ Line 3 _____ Line 4 _____

1-COLOR CUSTOM RE-ORDER W/ NO DESIGN CHANGES

(INCLUDES CARD ENVELOPES, STAND AND WINDOW DECALS)

250 CARD PACKAGE - \$249.50 500 CARD PACKAGE - \$429.50 1,000 CARD PACKAGE - \$749.50 2,000 CARD PACKAGE - \$1,449.50

TYPE OF ARTWORK: MERCHANT WILL SUPPLY DIGITAL FILE MERCHANT WILL SUPPLY CAMERA-READY ART MERCHANT REQUEST FOR LAYOUT BY ART DEPARTMENT*

CARD STOCK (SELECT ONE): BLACK COPPER GOLD GREEN SILVER WHITE INK COLOR (SELECT ONE): BLACK GOLD SILVER WHITE

4-COLOR CUSTOM RE-ORDER W/ NO DESIGN CHANGES

(INCLUDES CARD ENVELOPES, STAND AND WINDOW DECALS)

500 CARD PACKAGE - \$489.50 1,000 CARD PACKAGE - \$839.50 2,000 CARD PACKAGE - \$1,599.50

CUSTOM DEAL (FOR QUANTITIES EXCEEDING 2,000) - _____ CARDS @ _____ ¢/CARD (PLEASE CALL 800-201-0461 ext. 116 FOR PRICE QUOTE)

TYPE OF ARTWORK: MERCHANT WILL SUPPLY DIGITAL FILE MERCHANT WILL SUPPLY CAMERA-READY ART MERCHANT REQUEST FOR DESIGN BY ART DEPARTMENT*

SHIPPING INFORMATION	TOTAL COSTS
<input type="checkbox"/> GROUND: \$19.50 <input type="checkbox"/> 2ND DAY AIR: \$29.50 <input type="checkbox"/> NEXT DAY AIR: \$39.50 <input type="checkbox"/> NEXT DAY AIR PRIORITY (WITH SATURDAY DELIVERY): \$49.50	PACKAGE COST: _____ CUSTOM SETUP FEE: \$75.00 TAX: _____ SHIPPING: _____ GRAND TOTAL: _____

5 PAYMENT INFORMATION

<input type="checkbox"/> CHECK #: _____ <input type="checkbox"/> ACH/DEBIT ACCOUNT <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> LEASE DEBIT	BILL TO: <input type="checkbox"/> ISO <input type="checkbox"/> MERCHANT CREDIT CARD NUMBER _____ EXPIRY DATE _____ CVV2 _____ CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS AND PAYMENT ARRANGEMENTS IN THIS AGREEMENT SIGNATURE _____
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6 PROOFING & SHIPPING INFORMATION

E-MAIL PROOFS TO:		
CONTACT NAME	COMPANY	
E-MAIL ADDRESS	TELEPHONE	
SHIP CARDS/KITS TO:		
CONTACT NAME	COMPANY	
ADDRESS		
CITY	STATE	ZIP
E-MAIL ADDRESS	TELEPHONE	FAX
PLEASE NOTE THAT THERE MAY BE ADDITIONAL CHARGES WHEN DESIGN CHANGES REQUIRE ADDITIONAL PROOFS. CUSTOM CARD: \$75.00 PER PROOF PRE-DESIGNED CARD: \$35.00 PER PROOF.		

7 EQUIPMENT TYPE

TO ORDER NEW EQUIPMENT OR TO PROGRAM AN EXISTING TERMINAL, PLEASE COMPLETE AN ACCOUNT SETUP FORM.

SELECT POS TERMINAL: CREDIT CARD TERMINAL SOFTWARE POS SYSTEM

TERMINAL TYPE: NURIT 2085 NURIT 8320 HYPERCOM T7P HYPERCOM T7PLUS HYPERCOM T4100 NURIT 8500x HYPERCOM T4200
 OMNI 3750 OMNI 3740 OTHER: _____

8 SPECIAL INSTRUCTIONS

9 SIGNATURE

BY SIGNING BELOW, MERCHANT CONFIRMS THAT ALL INFORMATION IS ACCURATE, AGREES TO THE FEES IN THIS APPLICATION, AND WILL BE BOUND BY ALL TERMS AND CONDITIONS IN THE ATTACHED GIFT CARD SERVICES AGREEMENT.

MERCHANT SIGNATURE PRINT NAME DATE

Please complete and submit order form to United Bank Card to process merchant's application.
In order to process your order for card production, please follow the instructions below.
 Fax a copy of this order form to (908) 730-8202.
For 1-color custom and 4-color custom cards:
 Camera-ready or digital artwork must be submitted with a copy of this order form to:
 United Bank Card Gift Card Program. P.O. Box 4006, Clinton, NJ 08809 or e-mail digital artwork with copy of this order form to artwork@unitedbankcard.com. A \$75 custom setup fee will apply.
 Questions? Please call United Bank Card's Gift Card Department at (800) 201-0461 ext. 116.

*Custom design fee includes 4 hours of design time. Merchant will be billed \$35/hr after that.

GIFT CARD SERVICES AGREEMENT

This Gift Card Services Agreement ("Agreement") is made by and between United Bank Card, Inc, a New Jersey corporation with offices at 53 Frontage Road, Perryville Corporate Park, Building III, Hampton, NJ 08827 ("UBC" or "we" or "us"), and the business indicated on the Gift & Loyalty Card Application ("Merchant" or "you") on the date the Application is signed by Merchant ("Effective Date"). UBC administers a gift and loyalty card processing program. You desire to participate in the program by accepting cards from valid cardholders. Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

I. DEFINITIONS

"Application" means the Gift & Loyalty Card Application signed by Merchant, which is incorporated into this Agreement.

"Card" means any valid unexpired card bearing the name or corporate logo of UBC or Merchant or such other name or corporate logo authorized by UBC from time to time.

"Card Program" means the gift card program operated by UBC that allows Cardholders to purchase goods or services with Cards containing Stored Value.

"Card Transaction" means a transaction in which a Cardholder purchases goods or services from you with a Card.

"Cardholder" means a person possessing a Card.

"Merchant Account" means the deposit account designated and owned by you which will accommodate the transactions set forth in this Agreement.

"Program Fees" means all fees set forth on the Application.

"Stored Value" means the amount of money, in U.S. dollars, associated with a Card. You may redeem Stored Value for goods and services.

II. HONORING CARDS

2.1 Transactions. You will honor, in accordance with this Agreement, any Card properly tendered by a Cardholder for use in a Card Transaction. You will not discriminate as to price, service or other conditions of sale with respect to any attempted Card Transaction. You will not present for processing any Card Transaction not originated as a result of a transaction directly between you and the Cardholder. If applicable, you will check the signature and expiration date of each Card presented and will not complete a Card Transaction if the signature on the sales draft does not correspond with the signature on the Card, or if the Card is not valid or has expired. You will not request additional identification, or information, from a Cardholder unless such is necessary in order to complete the Card Transaction. All disputes between you and any Cardholder relating to any Card Transaction will be settled between you and the Cardholder UBC bears no responsibility for such transactions.

2.2 Authorizations. You will obtain a prior authorization via a UBC-approved electronic terminal before completing any Card Transaction. Upon receipt of authorization, you may consummate only the transaction authorized. Authorizations are not a guarantee of payment, and will not validate a fraudulent transaction or a transaction involving the use of an expired Card.

2.3 Sales Procedure. You will enter the data related to a Card Transaction into a terminal approved by UBC at the time of each Card Transaction. You will use a sales slip or other form approved by UBC to document each Card Transaction. You will deliver a complete copy of the sales slip to the Cardholder at the time of the transaction. You will retain the "merchant copy" of the sales slip for at least 3 years following the date of completion of the Card transaction. If UBC requests a copy of the sales slip, you will provide it within 3 business days following the request.

2.4 Intra-Program Settlement (Chain Merchant). If you issue a Card and that Card is used at a chain location, UBC will debit the issuing merchant and credit the activity location. Reloads at a location, other than the initiating issuing location, will be debited the load amount and credited to the original issuing merchant location. If for some reason a merchant location closes and has outstanding card balances, those balances will be transferred to the merchant chain headquarters location. If any location of a chain is closed, all remaining active card balances will be transferred to the chain headquarters.

2.5 UBC Obligations. In addition to other obligations set forth in this Agreement, UBC will authorize and settle all Card Transactions. UBC will provide training to your employees on the Card Program.

2.6 Cards. Delivery of ordered Cards will be complete upon UBC's delivery to the carrier. Following such delivery, UBC will have no liability with regard to such Cards. UBC will produce cards in conformity with applicable card production standards. Your sole remedy for a violation of the previous sentence shall be replacement of Cards. Cards will be shipped approximately 3 to 5 business days from the time UBC receives completed forms and your approval of artwork. Delivery time may vary based upon quantity, types of cards ordered and shipping method.

2.7 Performance. UBC will use its reasonable best efforts to provide the services set forth in this Agreement; provided, however, that nothing in this Agreement shall create any obligation on the part of UBC to provide services (including the timing of delivery of such services) that it is unable to provide under the contract with its service provider. UBC does not warrant or represent that its services will be uninterrupted or error free nor will it be liable for damages resulting therefrom, except where any interruption or error is due to the gross negligence or willful misconduct of UBC. The warranties set forth above constitute the only warranties with respect to the services and are in lieu of any other warranties, written or oral, statutory, express, or implied, including without limitation the warranties of merchantability and fitness for a particular purpose. In no event will UBC be liable for any special, incidental, consequential or punitive damages of any nature or for any reason whatsoever regardless of the form or action, whether in contract, tort, or otherwise even if advised of that possibility. The total cumulative liability of UBC in the aggregate for damages arising from any breach of this Agreement or for any other claims under this Agreement shall not exceed an amount equal to the lesser of fees retained by UBC attributable to this Agreement over the previous 4 month period, measured from the date the liability is incurred. You agree the previous sentence is a necessary allocation of risk and is an integral part of the inducement to UBC to perform the services under this Agreement.

III. MERCHANT OBLIGATIONS

3.1 Merchant Advertising. You acknowledge that UBC owns the copyright in all UBC materials and to the extent that the Merchant would, but for this paragraph, own such copyrights, you hereby assign all such copyright to UBC. UBC will work with you to create the design of your Card for the fees set forth on the Application. Merchant owns its trademarks, name and logo, and grants to UBC a license to use such intellectual property in UBC promotional materials. While UBC will use its best efforts to ensure the accuracy of all information used, UBC shall not be held responsible for any error or omission relating to you.

3.2 Rules. You will comply with all rules and instructions provided to you by UBC. You are responsible for ensuring that your Card Program complies with all applicable state and federal laws and regulations, including but not limited to laws relating to gift and loyalty cards. You will indemnify and hold UBC harmless from any claim by any third party or government agency that such program violates any law. You will redeem Stored Value only for goods or services provided by you, and will not redeem Stored Value for cash. During the term of this Agreement you will not participate in any program similar to the Card Program.

3.3 Financial Information and Errors. You will provide UBC with financial information as requested from time to time. You will notify UBC immediately of any duplicative or erroneous Card Transactions.

3.4 Card Program Promotion. You will display materials provided by UBC promoting the Card Program. You will cease displaying, and will return to UBC or destroy, such materials immediately upon termination of the Agreement for any reason. You understand that the Card Program is wholly-owned by UBC, and that your participation in the Card Program does not grant to you any rights in the Card Program.

3.5 Representations. In addition to the representations and warranties provided in the Agreement, you represent and warrant to UBC that: (A) all sales slips represent a bona fide Card Transaction; and (B) all sales slips are in compliance with this Agreement and all of the applicable laws and regulations governing the same.

3.6 Indemnification. You will indemnify and hold UBC harmless from any claims, demands, loss, damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees): (A) which may be incurred by UBC; or (B) which may be claimed against UBC by any third party arising out of or related directly or indirectly to this Agreement, including but not limited to claims arising out of a breach of UBC's or your data systems; or (C) arising out of your acts or omissions under this Agreement relating to the exercise of, or the failure to exercise, your obligations under this Agreement.

IV. PAYMENTS, MERCHANT ACCOUNT, MONTHLY STATEMENT

4.1 Payment. You will owe to UBC the Program Fees and you authorize UBC to withhold from your deposits or to debit the Merchant Account for such amount. You will pay any taxes on the services provided under this Agreement.

4.2 Merchant Account. UBC will credit or debit the Merchant Account via ACH the net amount due to you. All sales slips are subject to audit and final checking by UBC, and may be adjusted for inaccuracies. You authorize UBC to debit via ACH the Merchant Account for any amounts owed under this Agreement. You will provide UBC with 5 days advance notice of any change to the Merchant Account.

4.3 Monthly Statement. UBC will provide you with a monthly statement or online access to such information. You will examine all monthly statements and notify UBC in writing of any alleged errors within 15 days of receipt. The notice must include: (A) Merchant name and account number, (B) dollar amount and description of the asserted error, and (C) an explanation of why the error exists and the cause of it, if known. If UBC is not so notified, you agree that the statement shall be accepted by you as correct. You will accept UBC's records as conclusive proof of the status of your account with UBC.

V. INFORMATION

5.1 UBC Systems and Information. You acknowledge that you have no rights in any software, systems, documentation, guidelines, procedures and similar materials or any modifications provided by UBC, except with respect to your use of the same during term of this Agreement. You will not use, sell, exchange, or provide to any third party, and will keep strictly confidential, any information related to the Card Program, including but not limited to sales slips, monthly statements, UBC documents, and this Agreement. You acknowledge that UBC is the sole owner of, and that you have no rights in, all transaction data.

5.2 Information Security. You shall be responsible for maintaining security for your own systems, servers, and communications links as necessary to: (A) protect the security and integrity of UBC's systems and servers on which Card Transaction information is stored; and (B) protect against unauthorized access to or use of UBC's systems and servers on which Card Transaction information is stored.

5.3 Data Backup. You shall maintain adequate records for at least 10 business days including backup on magnetic tape or other electronic media where transactions are being transmitted to UBC, from which reconstruction of lost or damaged items or data can be made. You assume all responsibility and liability for any loss or damage resulting from failure to maintain such records.

5.4 Transmission of Data. The responsibility and expense for transportation of Cards and transmission of data between UBC and you, and the risk of loss for, data and media transmitted between UBC and you, shall be borne by you. Data lost by UBC following receipt shall either be restored by UBC from its backup media or shall be reprocessed from your backup media at no additional charge to you.

5.5 Reliance on Data. UBC will provide the Card Program on the basis of information furnished by you. UBC shall be entitled to rely upon any such data, information or instructions as provided by you. If any error results from incorrect input supplied by you, you shall be responsible for discovering and reporting such error and supplying the data necessary to correct such error to UBC for processing at the earliest possible time. UBC shall be relying on your instructions and directions in administering the Card Program, and shall not be responsible for any liability arising from UBC's proper performance in accordance with your instructions.

VI. TERM AND TERMINATION

6.1 Term. This Agreement shall become effective on the Effective Date and shall remain in effect for 3 years ("Initial Term"). Unless terminated as set forth below, this Agreement shall automatically renew for successive 2 year periods ("Renewal Term"). Either party may terminate this Agreement effective at the end of a Term upon 30 days prior written notice to the other.

6.2 Suspension. UBC may suspend or terminate the Card Program and take such other steps as it deems necessary: (A) if you fail to observe any provision of this Agreement; (B) UBC's agreement with its service provider terminates; (C) upon the commencement of bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against you, or you are insolvent; or (D) if you damage the goodwill of UBC.

6.3 Termination Assistance. Upon termination of this Agreement, you will immediately cease selling Cards. Following such termination, UBC shall provide you, at your expense, all necessary assistance to facilitate the orderly transition of the stored value services to you or its designee ("Termination Assistance"). Before providing any Termination Assistance, UBC will deliver to you a good faith estimate of all transition charges including charges for custom programming services. Further, for 120 days following termination of this Agreement, you will maintain the Merchant Account with sufficient funds to cover all trailing activity.

6.4 Early Termination. You acknowledge that UBC shall suffer a material adverse impact on its business if the Card Program is terminated prior to the expiration of the then-current Term, and that the resulting damages may not be susceptible of precise determination. You acknowledge that a termination fee of \$250 is a reasonable approximation of such damages and shall be deemed to be liquidated damages and not a penalty. If you cancel this Agreement prior to delivery of Cards and installation, any monies collected up to that time are non-refundable.

VII. GENERAL

7.1 Assignability. Merchant may not assign this Agreement to any third party without UBC's prior written consent, and any unauthorized assignment will be null and void. UBC may assign its rights under this Agreement provided that any assignee will take subject to all of the obligations of UBC. UBC will notify you of an assignment within 60 days after the date of the assignment.

7.2 Notice. All communications under this Agreement will be in writing and will be delivered in person or by mail courier, return receipt requested, addressed at the addresses indicated in the opening paragraph. The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

7.3 Entire Understanding, Amendment. This Agreement, including the Application which is incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. UBC may amend this Agreement and the attached Application upon notice to you. Such notice may be provided in your monthly statement.

7.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

7.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

7.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns. This Agreement will not be deemed to be for the benefit of any third party. UBC and you will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

7.7 Applicable Law. The Agreement will be deemed to be a contract made under the laws of the State of New Jersey, and will be construed in accordance with the laws of New Jersey without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts of New Jersey.

7.8 Force Majeure. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

7.9 Survival. All agreements that by their context are intended to survive the termination of this Agreement, including but not limited to Sections 2.7, 3.1, 3.2, 3.6, 4.1, Article V, and Section 6.4, will survive termination of this Agreement.

7.10 Counterparts/Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies reflecting the party's signature, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.