SPREE MULTI-LOCATION ORDER FORM

SECTION 1: CORPORATE INFORMATION

Corporate Name:	Sales Representative ID:
Corporate Street Address:	☐ **Select if DBA information is same as Corporate**
City:	DBA Name:
State: / Zip: / Phone #:	Street Address:
Contact Name:	City:
Contact E-mail: (used for reporting)	State: / Zip: / Phone #:
Hardware/Software: ☐ Micros System ☐ Other (Default)	Tax ID #:
Merchant #: 0 6 9 0 0 0 0	Social Security #:

COMPLETE EITHER SECTION 2 (QUICK CARD) OR SECTION 3 (CUSTOM CARD)

SECTION 2: CHOOSE PROGRAM: QUICK CARD

Quick Card Style #:

#1 ☐ **Gold Metallic**

#2 ☐ **Silver Metallic**

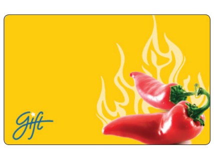
#3 ☐ **Café 1**

#4 ☐ **Café 2**

#5 ☐ **Coffee**

#6 ☐ **Pizza**

#7 ☐ **Mexican**



#8 ☐ **Aztec**

#9 ☐ **Fine Dining**

#10 ☐ **Metal**

#11 ☐ **Metal Diamond**

#12 ☐ **Pixel**

Order Type: ☐ New ☐ Reorder	Program Type = Gift Card
Quick Card Quantity: ☐ 125 ☐ 200 ☐ 300 ☐ 400 ☐ 500 ☐ 1000	
Price:*	

INFORMATION ON CARD:

Business Name:
Line 1 – Street Address: (Optional)
Line 2 – City, State, Zip: (Optional)
Line 3 – Phone Number: (Optional)
Line 4 – Website Address: (Optional)

***Plus S&H and applicable sales tax.**

Minimum Quick Card order is 125 cards.

Marketing materials included with this program:
standard fold-over card holders, 2 table tents, 1 large window sign, 1 small window sign, 4 buttons, 1 Start Up Guide.

***Note:** Quick Card Orders – Please allow 5-10 business days plus shipping from the date the order was received.*

SECTION 3: CHOOSE PROGRAM: CUSTOM CARD

Order Type: ☐ New ☐ Reorder Program Type = Gift Card	Quantity*	Price**
☐ Order Fold-Over Card Holder		

***Minimum Custom and Custom Express quantity is 500 cards.** Please provide merchant with Art Requirements information sheet.*
*****Plus S&H and applicable sales tax.***
***Minimum Fold-Over quantity is 125.** Quantities can be increase in increments of 100.*
***Marketing material included with this program:** 2 table tents, 1 large window sign, 1 small window sign, 4 buttons, 1 Start Up Guide.*
***Note: Custom Card Orders –** Please allow 3-5 weeks plus shipping from proof approval date.*

SECTION 4: ACH FUND MOVEMENT (only required for Inter-Store and Central Account settlement)

☐ **Inter-Store Settlement** (Requires :Spree Settlement and Spree ACH Settlement Forms)
Funds Movement: ☐ Yes ☐ No (If "NO", select ACH reporting only box below.)
ACH Reporting Only: ☐ Yes ☐ No (If "YES", no fund movement.)
Frequency: ☐ Daily ☐ Weekly ☐ Monthly

Withholding % to Central Account:
Issuance %________________(Default=100%)
Redemption %________________(Default=100%)

☐ **Central-Store Settlement** (Requires :Spree Settlement and Spree ACH Settlement Forms)
Funds Movement: ☐ Yes ☐ No (If "NO", select ACH reporting only box below.)
ACH Reporting Only: ☐ Yes ☐ No (If "YES", no fund movement.)
Frequency: ☐ Daily ☐ Weekly ☐ Monthly

Bank Account Information:
Central Routing #:__________________________
Central DDA______________________________

SECTION 5: PROGRAM RULES (Default will be used if field is left blank)

Inactivity Fee – Cards do not have inactivity fee.
☒ None (default)

Expiration – Cards do not expire.
☒ None (default)

Block Activation
Block Activation Allowed*
At Corporate: ☐ Yes ☐ No (default)
At Store: ☐ Yes ☐ No (default)
*This setting affects all card programs in which merchant is enrolled.

Maximum Balance - $999.00 (default) $__________ other
Minimum Issuance - $0.01 (default) $__________ other
Maximum Daily Redemption – 99 (default) __________other
Maximum Account Redemption Count – 99 (default) __________other
Add Value Allowed: ☐ Yes (default) ☐ No

Card Type
☒ Flexible (default)

SECTION 6: MULTI-LOCATION INFORMATION*

Store #:	Merchant ID: 0 6 9 0 0 0 0	DBA:
Street Address:	City:	State: / Zip:
Phone #:	Primary Contact:	
Tax ID #	Social Security #	

Store #:	Merchant ID: 0 6 9 0 0 0 0	DBA:
Street Address:	City:	State: / Zip:
Phone #:	Primary Contact:	
Tax ID #	Social Security #	

Store #:	Merchant ID: 0 6 9 0 0 0 0	DBA:
Street Address:	City:	State: / Zip:
Phone #:	Primary Contact:	
Tax ID #	Social Security #	

Store #:	Merchant ID: 0 6 9 0 0 0 0	DBA:
Street Address:	City:	State: / Zip:
Phone #:	Primary Contact:	
Tax ID #	Social Security #	

Store #:	Merchant ID: 0 6 9 0 0 0 0	DBA:
Street Address:	City:	State: / Zip:
Phone #:	Primary Contact:	
Tax ID #	Social Security #	

**If more than six locations, please submit a spreadsheet with this information for each additional location.*

SECTION 7: AGENT SIGNATURE

I agree the selections indicated on this form are correct and the vendors may begin production on the above requested materials. I understand the delivery timeframe is an estimate, not a guarantee. By signing this form, I agree that I have reviewed the information and pricing with merchant and merchant agrees to purchase the materials at the price specified on this document. Cancellation prior to delivery will result in charges for cancellation incurred for design and production up to the full price of the card order.

Print Agent's Name	Agent's Signature	Date

SPREE MERCHANT PRICING ADDENDUM

Sales Rep ID:	Merchant ID:
DBA Name:	

Stored Value Authorization Fee (per authorization)* .... $

Stored Value Only Fee (per location, per month, if applicable).. $.

Monthly Service Fee (per location, per month, if applicable) .... $.

ACH Services Fee (Inter-store or Central Account only, per location, per month)........... $.

*A Stored Value Authorization Fee will be charged on each transaction generated at the point of sale.

Print Name	Signature	Title	Date

SPREE SETTLEMENT AGREEMENT

This ("Agreement") is dated as of____________________, 200__ by and between Chase Paymentech L.P. and its affiliates ("Paymentech," "we", "our" or "us")

and ______________________________________ ("Merchant," "you" or "your"). Paymentech and Merchant agree to the following terms and conditions:

Definitions.
"Central Account" shall mean the designated bank account of Merchant for the consolidation of Proceeds. "Corporate Account" shall mean the designated bank account/s of Merchant used for operating Merchant-owned locations. "Franchisee" means a licensed franchisee of Merchant.
"Proceeds" shall mean all funds received from the sale of Cards.
"Processing Agreement" shall mean the stored value card agreement entered into between Paymentech and the Merchant prior to or concurrent with the execution of this Agreement.
"Redemptions" shall mean the total value of goods or services provided by a Redeeming Franchisee and/or Merchant in exchange for the value of a Card presented to a Redeeming Franchisee or Merchant by a consumer.
"Redeeming Franchisee" means a Franchisee or Corporate location that gives value for the redemption of a Card.
"Redeeming Franchisee Account" means the designated bank account of the Redeeming Franchisee.
"Selling Franchisee" means the Franchisee or Corporate location that sells a Card.
"Selling Franchisee Account" means the designated bank account of the Selling Franchisee.

Account Settlement. From time to time, Proceeds may be transferred via Automated Clearing House ("ACH") debit by Paymentech from a Selling Franchisee Account, the Central Account or the Corporate Account to either the Central Account or a Redeeming Franchisee Account, as applicable. Additionally, from time to time, Redemptions may be transferred from the Central Account or a Selling Franchisee Account via ACH credit by Paymentech to a Redeeming Franchisee Account or the Corporate Account, as applicable. Reports concerning these transfers will be made available to the Merchant through the Paymentech's FlexCache Electronic Reporting product.

The amount of the Proceeds to be debited or credited and the recipient of such debits or credits will be based on instructions received by Paymentech from the Merchant and transaction data collected by Paymentech pursuant to Merchant's stored value card Program.
Merchant agrees to cause each Redeeming Franchisee and Selling Franchisee to execute a consent letter in a form acceptable to Paymentech to permit Paymentech to perform its obligations under this Agreement.

Additional Terms and Conditions. In addition to the terms and conditions set forth above, the terms and conditions from the following sections of the Stored Value Card Agreement that you entered into with Paymentech in connection with this Agreement will apply to this Agreement as if they were set forth herein: Compliance; Warranties; Limitation of Liability; Indemnity; Fraud; Term and Termination; and Miscellaneous.

Fees. Merchant hereby agrees to pay Paymentech fees in an amount set forth in Schedule A of the Processing Agreement.

Corporate Guarantee. You hereby irrevocably, unconditionally and absolutely guarantee in favor of us the prompt payment of all rejected ACH amounts. This is an unconditional guaranty of payment, and not a guaranty of collection, and we may enforce your obligations hereunder without first suing, or enforcing our rights or remedies against a Redeeming Franchisee or Selling Franchisee or any other obligor. You hereby waive all notices to which you might otherwise be entitled to. You hereby consent and agree to, and acknowledge that your obligations hereunder shall not be released or discharged by, the following: (a) the renewal, extension, modification or alteration of this Agreement or any related document or instrument; (b) any forbearance or compromise granted to a Redeeming Franchisee or Selling Franchisee or any other obligor by Paymentech; (c) the insolvency, bankruptcy, liquidation or dissolution of a Redeeming Franchisee or Selling Franchisee or any other obligor; and (d) any act or omission of Paymentech or a Redeeming Franchisee or Selling Franchisee which would otherwise constitute or create a legal or equitable defense in your favor. You represent and warrant that you have received or will receive direct or indirect benefit from the making of this guaranty, that you are familiar with the financial condition of each Redeeming Franchisee and Selling Franchisee and that we have made no representations to you in order to induce you to execute this Agreement.

IN WITNESS WHEREOF, Paymentech and Merchant have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

PAYMENTECH, L.P.	MERCHANT: ______________________
By: **PTI General Partner, L.L.C., its general partner**	By: ______________________
Print Name: ______________________	Print Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

SPREE ACH SETTLEMENT

Chase Paymentech Solutions, LLC
14221 Dallas Parkway, Bldg II - 6th Floor
Dallas, Texas 75254-2942

Re: DBA Name:____

Paymentech:

Merchant requests and authorizes Processor to process debit and credit Automated Clearing House (ACH) transactions to Merchant's bank account listed below in accordance with instructions received by Processor from the Merchant listed above.

These transactions will be initiated pursuant to an Agreement between Processor and the Merchant listed above, and will only occur for the purpose of settling stored value card sales and redemptions by us in connection with the Merchant's Stored Value Card Program (the "Program").

BANK ACCOUNT INFORMATION

Bank Name:	Routing Number:
Account Number:	Bank Contact (Optional):

We agree to indemnify and defend Paymentech from any claims, losses, or actions caused by, or as a result of, our activities pursuant to the Program. We further agree that Paymentech assumes no liability for acting in accordance with the requirements of the Program or instructions received by us or the merchant listed above.

Merchant Legal Name ____________________ Authorized Signature: ____________________

Print Name ____________________ Title ____________________ Date ____________________

STERLING PAYMENT TECHNOLOGIES USE ONLY

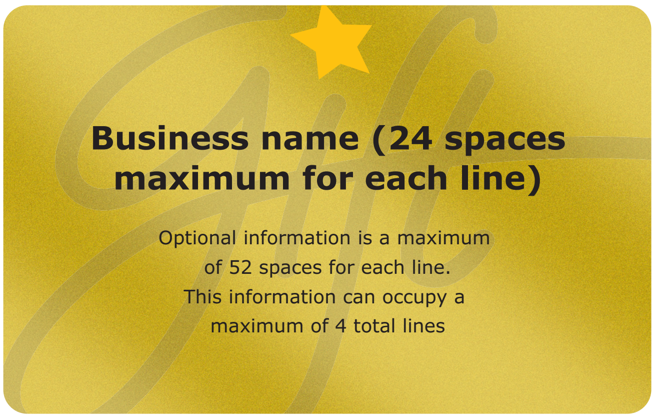
Gift Card Master ID:
0 6 9 0 0 0 0 | | | | | |

GIFT CARD DESIGN OPTIONS

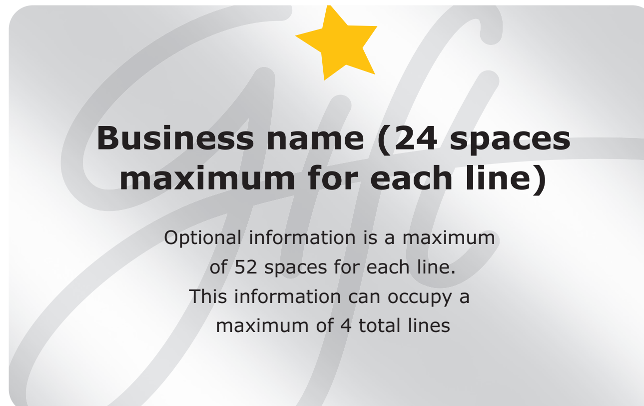
Font Usage

Business name – Verdana Bold, 12pt
Optional information – Verdana Regular, 7pt

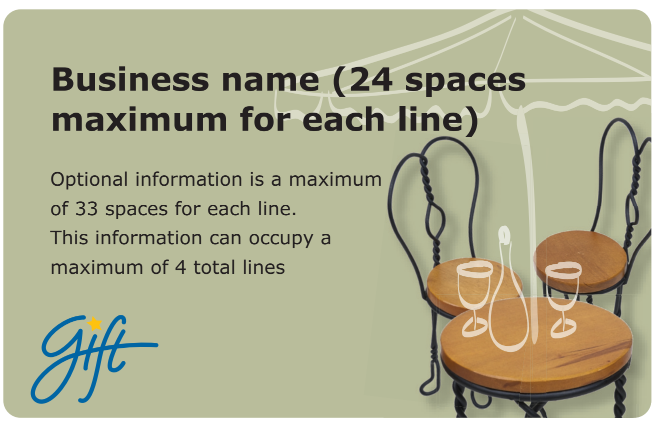
Gold Metallic



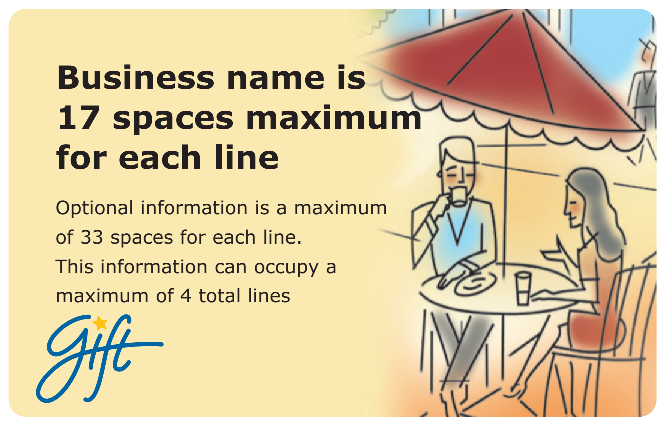
Silver Metallic



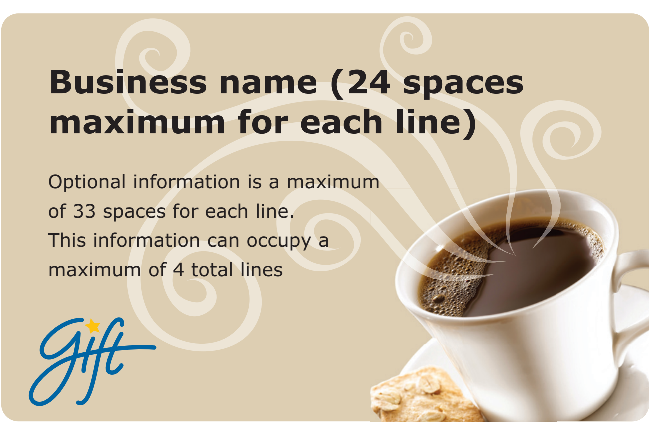
Café 1



Café 2



Coffee

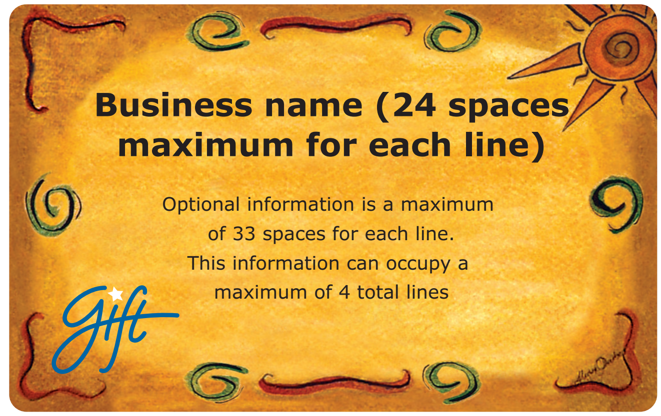


Pizza

(continued on back)

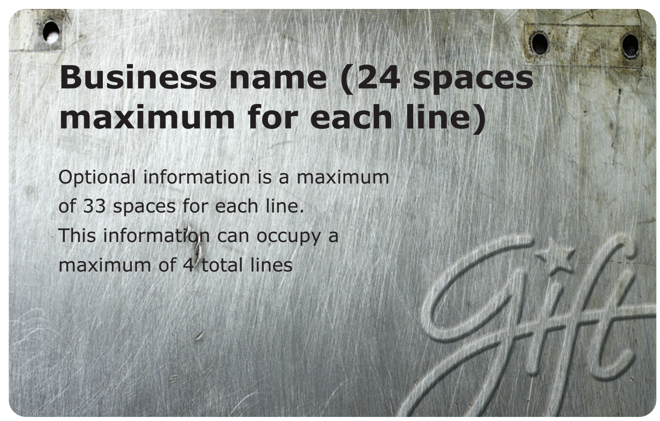
Mexican

Aztec

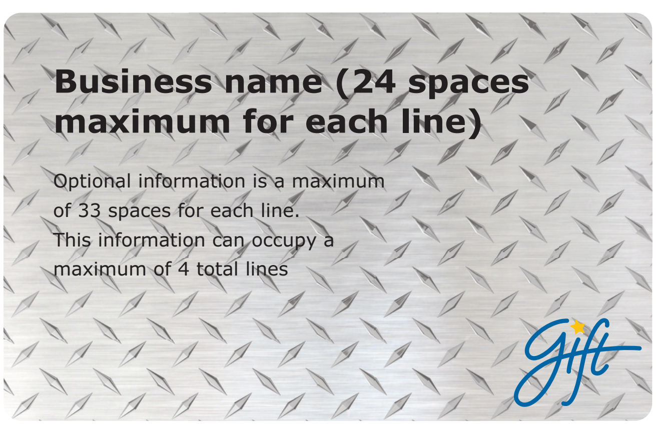


Fine Dining

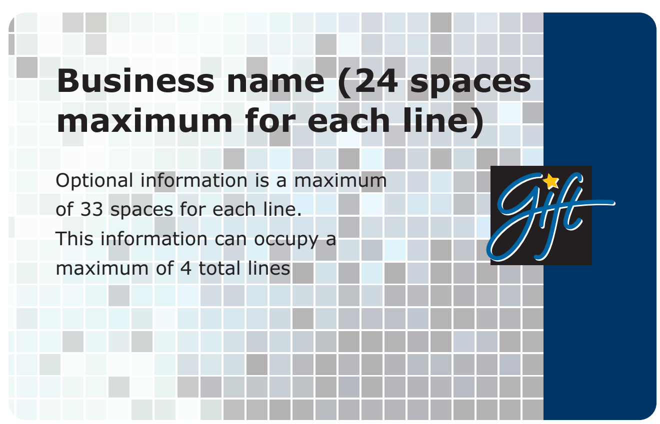
Metal



Metal Diamond



Pixel



Revised 2-01-09

DIGITAL ART SPECIFICATIONS

If you have an art department, ad agency, or even an independent graphic designer... print this file and give it to them. They'll know what it all means. We know that print terms and digital file specifications can be a bit intimidating for those who don't use it every day.

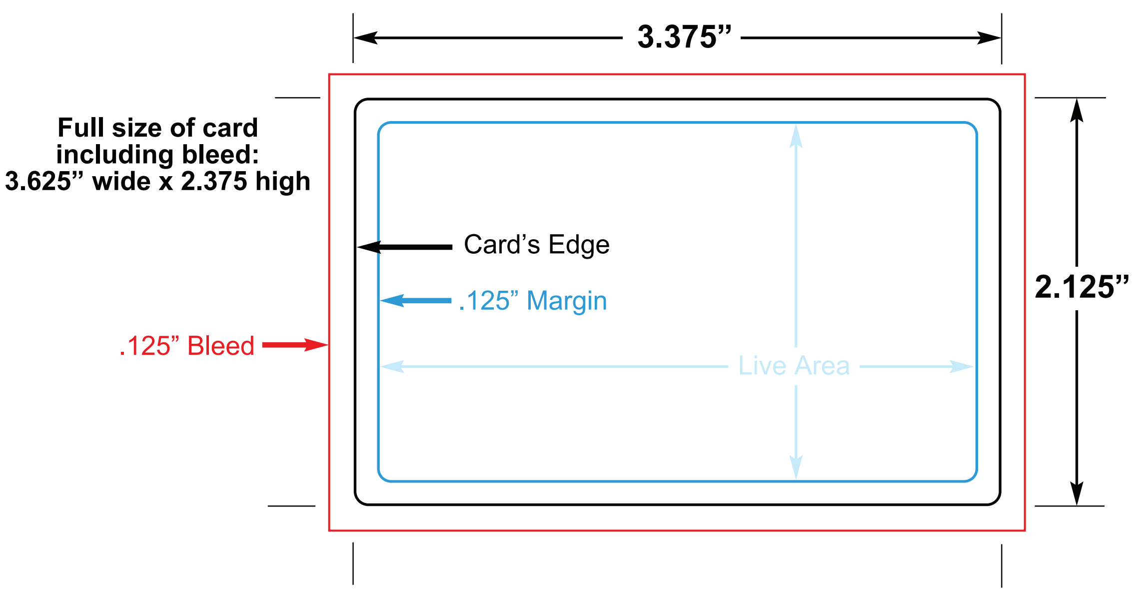
If this all seems confusing, you can always take your artwork, wording, and any ideas to a full service print shop, or Kinko's. They usually have a graphics person on staff that can take all your materials and turn them into what we need as specified below.

NOTE: FAILURE TO ADHERE TO THE FOLLOWING SPECIFICATIONS COULD RESULT IN ADDITIONAL CHARGES OR LOSS OF QUALITY.

Sterling Payment Technologies WILL NOT be held responsible for errors in files set up incorrectly.

ELECTRONIC FILE REQUIREMENTS

THE FACE OF THE CARD



The "live area" begins .125" from the card's edge (margin).

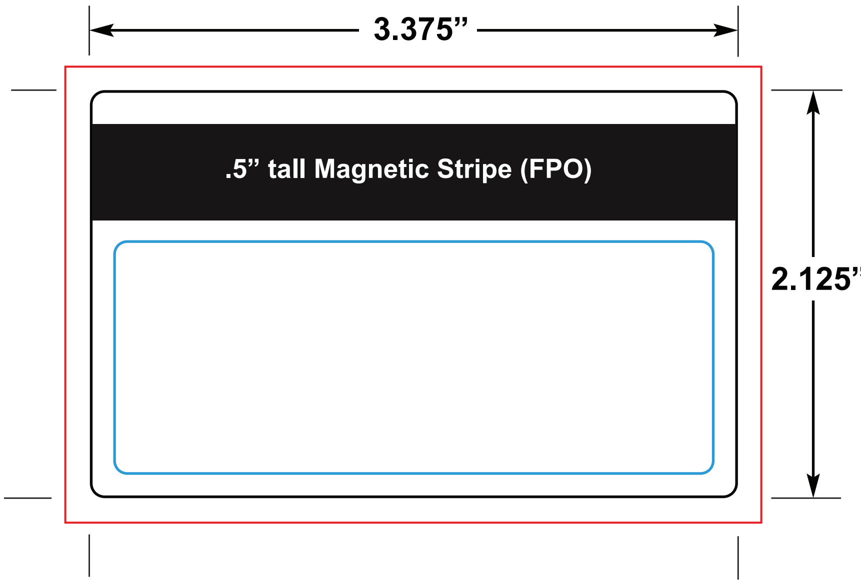
If the face features a continuous color or an image that runs off the edge(s) of the card, you'll need to:

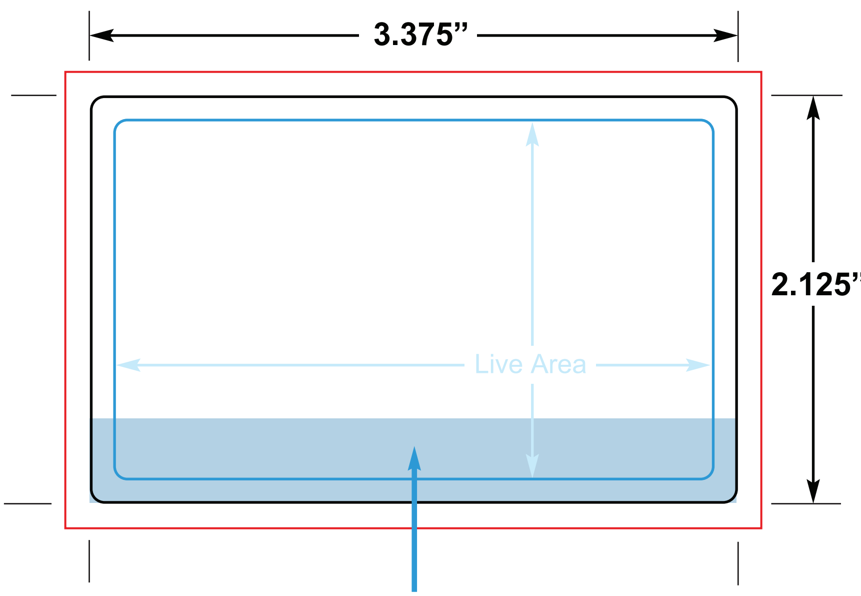
1.) Submit your design with a .125" BLEED.
2.) Keep your important images, logo, and text within the LIVE AREA.
3.) Avoid placing anything important within the .125" MARGIN (see above).

The final size of a plastic card is 3.375" wide (w) by 2.125" high (h). The total submitted size, including a .125" BLEED all round, is 3.625"(w) x 2.375"(h). A very helpful formula for black using the CMYK "gang run" printing process is: 40% Cyan 40% Magenta 40% Yellow 100% Black. Don't worry about making the corners rounded, that happens during the production of the cards.

Continued >

THE BACK OF THE CARD





If the back features a continuous color or an image that runs off the edge(s) of the card, you’ll need to:

1.) Submit your design with a 1/8” BLEED.
2.) Keep your important images, logo, and text within the LIVE AREA. (See above. Live area is approximately 3.125 x 1.1875).

There are two separate types of back prints:

1.) With a magnetic stripe
2.) Without a magnetic stripe

We recommend that you not place any text above the magnetic stripe, but if you feel it is necessary, we suggest type no larger than 7 points, and no smaller than 5 points. If the card doesn’t have a magnetic stripe but you are going to need a barcode on the card we suggest that you leave room somewhere on the back to place the bar code. The example above shows the area needed to do a barcode (approximately 3” wide by 0.35” high). If your scanner requires a wider barcode please accommodate your design to compensate for the required size.

Continued >

SOFTWARE APPLICATIONS

ACCEPTABLE

- Quark 7 or earlier
- Illustrator CS2 or earlier
- Photoshop CS2 or earlier

UNACCEPTABLE

- All other Native applications (i.e.: Word, Publisher, Excel, PowerPoint, etc.)
- Any graphics copied and pasted from an internet website.

INSTRUCTIONS AND COMMENTS:

- If you use any application other than those listed above as acceptable (such as Freehand; Corel; PageMaker; InDesign, etc.) you **MUST** save as a hi-res EPS or TIFF image with all fonts converted to paths or outline and all images embedded.

- If your file is in a program/format other than the ones listed or if you are unsure about whether your electronic file can be accepted, please contact our Art Department to determine whether we can accept your file. We may be able to accommodate some special cases. Note: Microsoft Publisher files cannot be accepted at all.

COLORS

RECOMMENDED:

- Process CMYK colors
- Monochrome ONLY, Black and white images only. Grayscale halftone images are difficult to overprint on thermal printers. (i.e.: basic and predesigned cards)

NOT RECOMMENDED:

- RGB colors
- Index colors
- LAB colors
- Pantone colors (Unless spot color arrangements have been made)
- Duotone, Tritone, Quadtone colors

INSTRUCTIONS AND COMMENTS:

- All unacceptable colors will be converted to process CMYK, and color may vary from the original file.

Continued >

IMAGES

ACCEPTABLE: (MINIMUM OF 300 DPI REQUIRED)

- EPS - with all fonts converted to outlines
- TIFF - flattened
- PDF - with all fonts flattened
- JPEG (ONLY IF THIS IS ALL THAT YOU HAVE)

INSTRUCTIONS AND COMMENTS: (For Completely Custom Cards)

- ALL FILES MUST BE AT A MINIMUM OF 300 DPI (NOTHING ELSE WILL BE ACCEPTED)
- Set encoding to binary.
- Set preview to Macintosh or TIFF (8 bits/pixel).
- Do not LZW compress TIFF files.
- Do not save EPS images with Halftone Screens, Printer Defaults or Transfer Functions.
- Rasterize all type layers.
- Scan images at 300 dpi.
- Scan lineart and bitmap TIFF images at 1200-2400 dpi. A lower dpi will cause jagged stair-stepping. The closer to 2400 dpi, the smoother the image will be.
- Convert Monotone, Duotone, Tritone and Quadtone images to CMYK.
- Save images as CMYK or Grayscale only. Any color format other than CMYK (including Monotone, Duotone, Tritone and Quadtone) will be converted to CMYK and the color may vary from the original file.
- Create gradients in a raster program, such as Photoshop, to avoid banding.
- Any embedded images in Illustrator or Freehand eps files must adhere to the above specifications.

MEDIA

ACCEPTABLE:

- Email
- CD-ROM
- DVD-R

INSTRUCTIONS AND COMMENTS:

- Label each disk clearly with the following information:
- Customer/Store name
- Return address information
- Type of card ordered (Economy Card; Predesigned Card; Completely Custom Card; Prepaid Collectible™)
- Print a window of the disk contents and include with disk.

TRANSMISSION/DELIVERY OF FILES

- Federal Express, Airborne or UPS (Next Day Priority)
- In order to prevent corruption of files during e-mail transmission, files sent via e-mail MUST be stuffed or zipped in a SELF-EXTRACTING archive (such as Stuffit or PC Zip). We also strongly recommend that the stuffed file be BinHex encoded before being e-mailed. NOTE: .EXE files are unacceptable as they cannot be opened on a Mac.
- Ask your sales representative for the e-mail address to use.
- Please include the following information in the e-mail text: Customer/Store name Contact person and phone number