

SITE REPORT									
MERCHANT LOCATION : <input type="checkbox"/> RETAIL LOCATION WITH STORE FRONT <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> INTERNET <input type="checkbox"/> RESIDENCE <input type="checkbox"/> OTHER									
AREA ZONED: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> SQUARE FAGE : <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 +									
THE MERCHANT: <input type="checkbox"/> OWNS <input type="checkbox"/> LEASE THE BUSINESS PREMISES LAND LORD NAME & PHONE #									
BANK REFERENCES									
BANK	ROUT	ACCOUNT #	PHONE ()	CONTACT: FAX :(
BANK	ROUT	ACCOUNT #	PHONE ()	CONTACT: FAX :(
BUSINESS TRADE SUPPLIERS – List three									
TRADE :	ACCOUNT #	PHONE ()	CONTACT :	FAX :()					
ADDRESS :									
TRADE :	ACCOUNT #	PHONE ()	CONTACT :	FAX :()					
ADDRESS :									
TRADE :	ACCOUNT #	PHONE ()	CONTACT :	FAX :()					
ADDRESS :									
FOR LOAN / LEASE APPS ONLY . PLEASE PROVIDE DETAILS ON SEPARATE SHEET AND ATTACHED SUPPORTING DOCS.									
TAX LIABILITIES CURRENT YES <input type="checkbox"/> NO <input type="checkbox"/>									ACCOUNTANT (NAME AND PHONE)
DEFENDANT IN ANY LAWSUIT YES <input type="checkbox"/> NO <input type="checkbox"/>									INSURANCE AGENT(NAME/ PHONE)
BUSINESS BK IN THE PAST YES <input type="checkbox"/> NO <input type="checkbox"/>									
PERSONAL BK IN THE PAST YES <input type="checkbox"/> NO <input type="checkbox"/>									
ENDORSER, GUARANTOR OR CO MAKER OF OTHER LOAN YES <input type="checkbox"/> NO <input type="checkbox"/>									
EQUIPMENT AND SERVICES ORDERED (TO BE FILL OUT BY AGI REPRESENTATIVE):									
VENDOR NAME :			ADDRESS :				PHONE:		
QTY	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT					
			APPLICATION FEE (NON REFUNDABLE)*	\$ 450					
			CHECK TRUNCATION SET UP FEE						
			MERCHANT CLUB @ _____ PER MONTH						
			EQUIP. REPROGRAM : TYPE _____						
			LEASE / LOAN COMMITMENT FEE						
			BUSINESS PLAN/REVIEW						
	SUBTOTAL		EFT SET UP FEE						
	SALES TAX		CASH SALE / DOWN PAYMENT (FORM "A" AT LEFT)						
	TOTAL		\$ _____ / MONTH LEASE / RENTAL(PAYMENT MAY VARY OAC)						
	LESS DOWN PAYMENT (A)		TOTAL COLLECTED WITH APPLICATION (CHECK # _____)						
	BALANCE (B)		CREDIT CARD VOL: _____ /MONTH AVG. TICKET: _____						
DESCRIPTION	PROCESSOR	TID #	RATE	TRAN FEE	ST.FEE	T.FEE	M.MIN		
V/MC									
EFT									
TRUNCATION									
PAYROLL CARD									
ACCESS PLATINUM									
LOAN		AMT	RATE	PMT	TERM	PTS	AMORT		
LEASE							RESID		

I hereby declare that I have read the above agreement, PAGE 1, 2 AND 3, understand it and agree to all the terms and conditions set forth. I also understand that this is the entire agreement and no verbal agreements have been made. I understand and agree that this agreement does not bind Access Finance in any shape or form till this agreement is signed and accepted by a duly authorized officer of Access Finance.

CLIENT'S SIGNATURE: _____ ACCESS REP: _____ ACCESS Acceptance by: _____
 NAME (please print) _____ DATE: _____ ACCEPTED BY: _____ DATE: _____
 FOR : _____ POSITION: _____ FOR ACCESS FINANCE: _____ POSITION: _____

ACCESS FINANCE (THE CLIENT AGREEMENT)

This Agreement ("Agreement") is entered into by and between the undersigned The Client ("The Client"), _____, and ACCESS FINANCE ("ACCESS"). The guarantor(s) ("Guarantor") signing this Agreement is also a party as a continuing guarantor(s). To the maximum degree permitted by law and by Visa and MasterCard rules and regulations, it is the intention of the parties that the rights of Acquirer set forth in this Agreement or arising from this Agreement, may be exercised by ACCESS. The Client, and ACCESS make this Agreement in consideration of the mutual covenants set forth herein.

The Agreement shall not be effective until it, and The Client's Application, is approved by respective Acquirer and or Lender. ACCESS' field agent's signature hereon constitutes only an offer made on behalf of ACCESS. This offer shall automatically expire after thirty (30) days unless both The Client and ACCESS' corporate office have also signed this Agreement. If The Client reasonably anticipates that it will have in excess of \$10,000 per month in combined Visa and MasterCard transactions The Client at the request of Acquirer/ACCESS, shall submit its current financial statement with this Agreement and it shall be one of the factors on which acceptance of this Agreement shall be conditioned. The Client acknowledges that this Agreement is based upon The Client having a floor limit of ZERO dollars.

By entering into this Agreement, The Client agrees to comply with and be subject to, all Visa and MasterCard rules and regulations as they may exist from time to time, including but not limited to chargeback procedures and the resolution of any disputes relating thereto. Any violation of Visa and MasterCard rules and regulations by The Client shall constitute a breach of this Agreement and may, at the option of Acquirer/ ACCESS, be grounds for terminating the Agreement.

The Client has applied for various products and services as outlined on the reverse of this form. Access Finance and or its affiliates, jointly hereinafter referred to as ACCESS, shall rely on the accuracy of such information in processing of this application. ACCESS, in the process of providing these services and or products, directly and or through other companies, shall rely on the accuracy of the information provided by the Client and the Client warrants that the information provided in this form and any and all attached forms, documents, communications both now and in the future, to Access Finance and or its affiliates, is true and complete to the best of the Client's knowledge. Client further agrees that:

ACCESS has the right to assign some or all of the services and products to third parties. In the event that ACCESS assigns any or all of the services to third party vendors, ACCESS shall still retain all rights under this agreement.

All application fees are earned upon signing of this agreement and due prior to delivery of services and or products.

If the Client has applied for Equipment lease or rental and is approved by an outside leasing company, payment in full from the Lessor shall be deemed same as payment in full from the Client. In case the outside leasing company does not pay Access Finance in full the Client shall be liable for the difference.

There is a basic non-refundable processing fee of one hundred and ninety-five dollars and that there might be other advance fees applicable to different services and products provided by ACCESS.

All monthly lease, loan or rental payment estimates are just estimates and are quoted prior to ACCESS' performance of due diligence and that ACCESS in its sole discretion shall be entitled to make necessary adjustments in the rates, provided ACCESS informs the Client of any such adjustments. Any such changes, as long as the said changes are limited to 10% of the original figures quoted to the Client, shall not relieve the Client of any liabilities under this agreement.

Client hereby authorizes and appoints ACCESS as its Sole Agent for all matters pertaining to Client Services, including but not limited to all Credit Card Transaction and other electronic funds transfer services, for a period five years. During such term the Client hereby expressly authorizes ACCESS to decide at ACCESS' sole discretion as to the Service Provider for the Client. Regardless of cause, ACCESS at its sole discretion may decide to assign and or terminate this agreement without any liability. Client agrees to indemnify ACCESS of any and all liabilities arising as a result of the Client using any of the services provided by ACCESS and or its affiliates or assigns.

All equipment leases are NON-CANCELLABLE during the term of such leases.

There shall be a cancellation fee of three hundred and ninety-five dollars for terminating a Client Account regardless of cause.

Client has been informed that it may take up to six weeks for the Client Accounts to be approved and other products and or services offered by ACCESS might take longer depending upon various factors which may or may not be under direct control of ACCESS.

Regardless of cause, Client hereby indemnifies ACCESS of all liability for damages suffered by Client in the event of ACCESS' non-performance under this agreement.

Client hereby expressly agrees (i) to provide any and all material information required by ACCESS in order to complete Client's Application Package and (ii) to sign any and all documents required by ACCESS or its vendors including but not limited to credit, debit or check truncation companies, lenders, leasing companies etc.

Any and all Client funds held by, and or owed to, ACCESS shall be non-refundable in the case of the Client canceling or rescinding this agreement.

All lease or rent agreements require a first and last month payment prior to start of the term and, depending upon the Client's Credit rating, might require an upfront deposit not to exceed ten percent of the full lease term. Actual lease or other terms may vary depending upon the Credit Score of the Client and shall be adjusted as such prior to delivery of goods or services.

Client agrees and authorizes ACCESS and or its assigns to withdraw any and all funds owed to ACCESS via Electronic Funds Transfer procedures and or any other means that ACCESS, in its sole discretion, deems appropriate for such recovery of funds, from an account so designated by the Client and the Client shall provide ACCESS with a twenty (20) days advance written notice in case the Client wants to cancel such authorization.

Client understands that ACCESS and or its assigns will spend considerable resources in processing of this order and agrees to take delivery of the equipment and or services as outlined herein. In the event of the Client's failure to perform, the Client shall be liable for damages suffered by ACCESS. Such damages shall be considered equal to the profitability of the contract to ACCESS if ACCESS had in fact provided such services as outlined in this agreement.

In the event of a legal dispute the prevailing party shall be entitled to attorney's fees.

Client hereby grants ACCESS and its assigns to the permission to verify the references provided above and to acquire and share information with the credit reporting agencies at ACCESS' sole discretion. This Agreement shall be construed in accordance with, and governed by, California law as applied to contracts that are executed and performed entirely in California. The parties stipulate that the exclusive venue for any action between them shall be within the county of Los Angeles in the State of California.

THE CLIENT MAY NOT ASSIGN THIS AGREEMENT, OR ANY RIGHTS HEREUNDER, DIRECTLY OR BY OPERATION OF LAW, WITHOUT THE PRIOR WRITTEN CONSENT OF ACCESS. FOR PURPOSES OF THIS AGREEMENT, ASSIGNMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, TRANSFER OF CONTROL OF THE CLIENT AND ANY OWNERSHIP CHANGE WHICH RESULTS IN A NEW MAJORITY OWNER.

Attorneys' Fees and Costs. The Client shall be liable for and shall indemnify and reimburse ACCESS for any and all attorneys' fees and other costs and expenses paid or incurred by ACCESS in the enforcement hereof, or in collecting any amounts due from The Client to ACCESS hereunder or resulting from any breach of any of the terms or conditions of this Agreement.

Guarantors. As a primary inducement to ACCESS to enter into this Agreement with The Client, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by The Client of each of its duties and obligations to ACCESS pursuant to this Agreement, as it now exists or as it may be amended from time to time, whether before or after its termination or expiration and whether or not Guarantor has received notice of any amendment. If The Client breaches this Agreement, ACCESS may proceed directly against Guarantor or any one else responsible for the performance of this Agreement, without first exhausting its remedies against any other person or entity responsible therefore to it, or any security held, by ACCESS or The Client.

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if delivered personally or by facsimile transmission on the party to whom notice is to be given. If service by facsimile transmission is used, the original of the communication shall be mailed to the receiving party on the date of transmission by first class mail, postage prepaid. If facsimile transmission is not used, notice shall be given by, first class mail, postage pre paid and it shall be deemed served on the second day after mailing. All communications must be addressed as follows:

ACCESS FINANCE Attention: Customer Service, P.O.Box 17333 Beverly Hills, CA 90209 Facsimile: (310) 859 7909

Communications to The Client shall be addressed to the address appearing below The Client's signature. Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

Force Majeurs. ACCESS shall have no liability to The Client for delay or failure to perform any part of this Agreement on account of an act of God or the public enemy, fire, explosion, flood, earthquake, riot, War, sabotage, accident, embargo or any circumstance of like or different character beyond ACCESS' reasonable control or by interruption or delay in transportation, Inadequacy or shortage or failure of supply of materials, utilities or equipment brake-down, labor trouble, or compliance with any order, direction, action or request of any governmental officer, department or agency.

Cumulative Remedies. All remedies of ACCESS hereunder are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy and shall not preclude the exercise of any other remedy. No failure on the part of ACCESS to exercise and no delay in exercising, any right or remedy hereunder shall operate as a waiver of such action or remedy.

Breach of Other Agreements. This Agreement is the principal Agreement between The Client and ACCESS. In order to further effectuate the subject matter of this Agreement, the parties acknowledge that a number of additional Agreements may be entered into between them. The Client hereby agrees that The Client's breach of any of those additional Agreements shall also constitute a breach of this Agreement.

Security Interest. To secure The Client's performance under this Agreement, including without limitation, The Client's obligations arising out of Charge-backs, The Client hereby grants, pursuant to the California Uniform Commercial Code, ACCESS a security interest in The Client's electronic terminal, printer, imprinter and imprinter plate as well as in sales drafts, in all deposits, regardless of source; made to The Client's account established or designated and maintained pursuant to this Agreement, as well as in the proceeds of those deposits, and in all other accounts Client maintains with any financial institution. ACCESS may enforce its security interest by:

- a) Making an immediate debit (charge) to any account, without notice or demand of any kind; and/or ;
- b) Freezing the entire account, without notice or demand of any kind, upon ACCESS' reasonable determination that The Client has breached any term of this Agreement; and/or
- c) Taking possession of any or all of The Client's sales drafts; and/or
- d) Taking possession of any or all of The Client's electronic terminals, printers, imprinters and imprinter plates.

The Client shall execute any statement or notice which ACCESS determines to be necessary to preserve and protect ACCESS' security interest. The Client's grant of this security interest in no way limits The Client's liabilities to ACCESS under this Agreement.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

* Some services may be provided by affiliate companies.

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CLIENT'S SIGNATURE: _____	ACCESS REP: _____	ACCESS Acceptance by: _____
NAME (please print) _____	DATE: _____	ACCEPTED BY: _____
FOR : _____	POSITION: _____	FOR ACCESS FINANCE: _____
		POSITION: _____