

New Account form
 Sales rep must
 complete & return to
 Accounts Receivable
 prior to first delivery



Southern Wine & Spirits
Dedicated to Sales & Service

<u>DBA:</u>		<u>Contact:</u>	
<u>Street:</u>			
<u>City/Zip Code:</u>			
<u>Phone#:</u>	<u>Cell#</u>	<u>Fax#</u>	
<u>Email:</u>			
<u>Payment terms:</u>	Net 30	COD	Fintech EFT/ACH
<u>Delivery Rt(s):</u>	<u>Sales Rep:</u>	<u>Supervisor:</u>	
<u>MARKET TYPE:</u>			
ADULT ENTERTAINMENT	AIRLINES	BAR/TAVERN	BOWLING CENTER
CASINO/GAMING	CONCESSIONAIRE	CONVENIENCE/GAS	FINE DINING
GOLF/COUNTRY CLUB	HOTEL/MOTEL	LIQUOR STORE	MILITARY
NEIGHBORHOOD STORE	PRIVATE CLUB	RESTAURANT	SPORTS BAR
SPECIAL EVENT	SUPERMARKET	WHOLESALE CLUBS	OTHER:

FOR INTERNAL USE ONLY:

Completed & Signed Certificate of Exemption

Credit Application completed & Signed (if applicable)

Liquor License verified



Certificate of Exemption

Purchaser: Complete this certificate and **give it to the seller.**

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity, name and specific project:

Exempt entity name _____ Project description _____

Please print	Name of purchaser _____			
	Business address _____		City _____	State _____ Zip code _____
	Purchaser's tax ID number _____		State of issue _____	Country of issue _____
	If no tax ID number, enter one of the following:	FEIN _____	Driver's license number/State issued ID number _____	
			state of issue _____	number _____
	Name of seller from whom you are purchasing, leasing or renting _____			
Seller's address _____				
		City _____	State _____ Zip code _____	

Type of business. Circle the number that describes your business.

Type of business	01 Accommodation and food services	11 Transportation and warehousing
	02 Agricultural, forestry, fishing, hunting	12 Utilities
	03 Construction	13 Wholesale trade
	04 Finance and insurance	14 Business services
	05 Information, publishing and communications	15 Professional services
	06 Manufacturing	16 Education and health-care services
	07 Mining	17 Nonprofit organization
	08 Real estate	18 Government
	09 Rental and leasing	19 Not a business (explain) _____
	10 Retail trade	20 Other (explain) _____

Reason for exemption. Circle the letter that identifies the reason for the exemption.

Reason for exemption	A Federal government (department) _____	I Industrial production/manufacturing
	B Specific government exemption (from list on back) _____	J Direct pay permit # _____
	C Tribal government (name) _____	K Multiple points of use (services, digital goods, or computer software delivered electronically)
	D Foreign diplomat # _____	L Direct mail
	E Charitable organization # _____	M Other (enter number from back page) _____
	F Religious or educational organization # _____	N Percentage exemption
	G Resale	<input type="checkbox"/> Advertising (enter percentage) _____ %
	H Agricultural production	<input type="checkbox"/> Utilities (enter percentage) _____ %

Sign here

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY - If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser _____	Print name here _____	Title _____	Date _____
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Southern Wine & Spirits of Minnesota, LLC

Customer Payment Terms

Upon completion and approval of the attached credit application, invoices will be payable within thirty (30) days of the date of invoice. The 30 day period commences the day immediately following the date of the invoice and shall include all successive days, including Sundays and holidays, to and including the 30th successive day. If the thirty (30) day period passes without payment in full, customer will be reported as delinquent to the Minnesota Alcohol and Gaming Enforcement Division and be placed on C.O.D. status.

Payment Options:

Cash on Delivery (COD) – Invoices will be paid in cash or check at the time of delivery. No extension of credit is granted.

Approved Credit – Invoices will be paid in cash or check. Payment for outstanding invoices must be in our offices by the 30th day or the above mentioned delinquency reporting will occur.

Fintech – Invoices will be paid via Electronic Funds Transfer (EFT) via Fintech's third party service. Payment will be initiated by Southern Wine & Spirits on or before the due date. With Fintech services you to track payments, view and download invoice information and take advantage of other great benefits. Fintech may charge a fee for these services and those fees are the responsibility of the retail account.

ACH - Invoices will be paid via Automated Clearing House (ACH). Payment will be initiated by Southern Wine & Spirits on or before the due date. No setup or transaction fees will be charged.

List Bank References

Name of Bank: _____

Bank Account #: _____

Contact: _____

Phone: _____

Address: _____

Name and Capacity of person(s) signing this application:

(1) _____	(2) _____	(3) _____
Name	Name	Name
_____	_____	_____
Capacity	Capacity	Capacity
Social Sec. No. (1) _____	(2) _____	(3) _____
Date of Birth (1) _____	(2) _____	(3) _____
Driver's Lic. No. (1) _____	(2) _____	(3) _____
Home Address (1) _____	(2) _____	(3) _____
_____	_____	_____

Value of MN A&GED License \$ _____ Estimated monthly order \$ _____

Amount of Credit Line requested \$ _____

Have any of the above applicants ever done business with Southern before? YES NO

If YES, please give d.b.a. and address _____

Previous Business Experience _____

For purposes of purchasing merchandise on credit, the information provided is warranted to be true. The undersigned also warrants that he/she/they is/are the owner(s) or authorized agent(s) of the Licensee and has the authority to enter into a legal contract.

Signature (1) _____ (2) _____ (3) _____

Print Name (1) _____ (2) _____ (3) _____

Date (1) _____ (2) _____ (3) _____

PERSONAL GUARANTY

This Personal Guaranty is given this ___ day of _____, 20__ by:

Guarantor(s): _____

Address: _____

Driver's License #: _____

Social Security #: _____

(hereinafter referred to as "Guarantor"; attached additional sheet if more than 1 Guarantor with information requested) in favor of Southern Wine & Spirits of Minnesota, LLC, their assigns and affiliates, (hereinafter referred to as "Southern") a Minnesota corporation with principal place of business located at 701 Industrial Blvd. NE, Suite B, Minneapolis, Minnesota 55413

RECITALS

Whereas, Guarantor has requested that Southern accept corporate checks and/or extend credit terms and/or open account trade credit to:

Corporate Name: _____

Address: _____

Federal Tax ID#: _____

(hereinafter referred to as the "Principal");

Whereas, Guarantor is the principal, owner or officer of the Principal; and

Whereas, this Personal Guaranty is given by Guarantor in order to induce Southern to accept corporate checks and/or extend credit terms and/or open account trade credit to the Principal.

NOW, THEREFORE, for and in consideration of the foregoing recitals which the undersigned hereby represents are true and correct and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor(s) hereby agrees as follows:

1. Guarantor does hereby unconditionally guarantee and agree to perform to Southern, and to its endorers, transferees, successors or assigns of either this Guaranty or any of the obligations secured hereunder, any and all existing or future obligations of the Principal to Southern of any kind or character. If default shall, at any time be made or suffered by Principal under the terms of the credit granted to Principal, Guarantor, for itself, its heirs, successors and assigns agrees upon demand to make such payments and discharge such obligations for which the Principal may be liable.
2. The obligations covered by this Guaranty include all obligations of the Principal to Southern now existing or hereafter coming into existence, and any renewals, or extensions, in whole or in part, of any of said obligations heretofore described, together with all damages, losses, costs, interest, late and penalty charges, expenses, including attorney's fees, whether suit is brought or not, and liabilities of every kind, nature and description suffered or incurred by Southern arising in any manner out of, or in any way connected with, or growing out of obligations or liabilities of the Principal to Southern.
3. The liability of each Guarantor hereunder is UNLIMITED and shall include payment of all costs and attorney's fees incurred by Southern in the enforcement of this Guaranty and the collection of monies owed by the Principal to Southern.
4. This is an open and continuing Guaranty. This Guaranty shall remain in full force until Guarantor(s) delivers to Southern written notice revoking it as to indebtedness incurred subsequent to such delivery, Southern acknowledges receipt of notice and a suitable replacement Guarantor has been identified. Such revocation shall in no way release the Guarantor from his Guaranty of any obligation of the Principal then in existence or from any renewals, extensions or modifications thereof, in whole or in part. The death of the Guarantor, if a natural person, shall not revoke this guaranty, but in case of such death, this Guaranty shall remain in force until written notice by the domiciliary personal representative of the Guarantor revoking this Guaranty has been received by Southern. If the Guarantor is a partnership, co-operative, or association of any kind, dissolution thereof by death or otherwise shall not revoke this Guaranty, but in case of such dissolution of partnership, co-operative or association, and the members thereof, shall remain responsible on this Guaranty until written notice by the person legally empowered to wind up the affairs of such dissolved Guarantor revoking this Guaranty, has been received by Southern.
5. Guarantor agrees that this is a guarantee of payment and not of collection, and that this Guaranty may be enforced upon failure of Principal to pay Southern, its successors or assigns, promptly, when due, any amount coming due without any other condition to Guarantor's obligations hereunder. It is further agreed by Guarantor that its obligation to pay amounts coming due to Supplier shall be

* A copy of a VALID Minnesota A&GED License must be attached to this application.
Forward original application to the address listed above, to the attention of New Accounts

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unaffected by the filing by or against Principal of any proceeding under Title 11 of the United States Code or any other federal or state bankruptcy or insolvency law.

6. This Guaranty shall apply to all merchandise sold to any agent of the Principal at the above location and to all other locations owned by and/or affiliated with the liquor Permit set forth above, whether existing now or in the future.
7. Guarantor(s) waives notice and any right to require Southern to proceed against Principal as a prerequisite to the enforcement of the Guaranty.
8. The Guarantor hereby agrees that extensions of time with respect to any obligation covered by this Guaranty may be granted by Southern to the Principal, without notice to the Guarantor, and without thereby affecting the liability of the Guarantor under this Guaranty in any respect; the Guarantor hereby consents to any and all modifications with respect to the terms of any obligation covered by this Guaranty as may be agreed to by the Principal and Southern and waives notice of any such modifications, the Guarantor waives notice of acceptance of this Guaranty by Southern, or of the creation or extension or renewal of any obligation of the Principal to which it relates, or of any default by the Principal. The Guarantor agrees that no act or omission on the part of Southern shall in any way affect, diminish or impair the Guarantor's obligations under this Guaranty.
9. If the Guarantor is a natural person, this agreement binds his heirs, administrators, executors, successors and assigns, and if a corporation, its successors and assigns. Where signed by more than one Guarantor, the single term "Guarantor" shall include the plural and their obligation shall be joint and several.
10. It is the intention of each Guarantor to guarantee any and all obligations, now or hereafter created, of the Principal to Southern, and any and all other obligations transferred by endorsement or assignment, or by operation of law, by the Principal to Southern.
11. This Agreement and Personal Guarantee and the rights and obligations of the parties hereunder, shall be construed and enforced under the laws of the State of Minnesota. Each Guarantor hereby consents to jurisdiction in the courts of the State of Minnesota and consents to such county venue or such other Federal or State Court where suit may otherwise be properly commenced in Southern's sole discretion.
12. All notices given hereunder shall be sufficient if delivered personally or mailed, postage prepaid by first class mail, to the party at the addresses set forth herein or at such address as the party may designate in writing from time to time or sent by overnight delivery with delivery verification. Any such notice shall be effective upon personal delivery, receipt by overnight delivery, or if mailed, 72 hours after it has been deposited in the United States mail, duly addressed and postage prepaid.
13. The obligation of Guarantor hereunder to guarantee the obligations and liabilities of the Principal is primary and independent of the obligations of the Principal and of any other guarantor, and proceedings against Guarantor may be brought and maintained hereunder, whether or not any other person is a party to such proceedings.

EACH GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT HE/SHE OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON THIS GUARANTY, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTY, OR ANY OTHER LOAN DOCUMENT EXECUTED BY THE GUARANTOR IN CONNECTION WITH ANY OF THE OBLIGATIONS ENCOMPASSED BY THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SOUTHERN ENTERING INTO THE FINANCIAL ACCOMODATIONS TO BE EXTENDED TO THE PRINCIPAL WHICH ARE GUARANTEED BY THE GUARANTOR.

IN WITNESS WHEREOF the undersigned Guarantor(s) have executed this Guaranty this _____ day of _____, 20_____.

(1) _____ (2) _____ (3) _____
Guarantor (signature **only** no title) Guarantor (signature **only** no title) Guarantor (signature **only** no title)

(1) _____ (2) _____ (3) _____
Guarantor (printed name) Guarantor (printed name) Guarantor (printed name)

State of Minnesota
County of _____

BEFORE ME, the undersigned authority, this ____ day of _____ personally appeared _____ and _____, individually, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she executed the instrument.

_____, Notary Public

Notary Name: _____

My Commission Expires: _____

SERVICE DESCRIPTION

Financial-Information-Technologies, Inc. (fintech.net) is a company specializing in providing electronic data interchange and electronic funds transfer (EFT) services (collectively, "electronic services"). These services enable subscribers to electronically initiate the exchange of business documents with their trading partners through the use of telecommunications and computers and to also facilitate funds exchanges.

fintech.net does not act as an agent of either trading partner in connection with the use of these electronic services. The establishment of the terms of any commercial or legal relationship between the trading partners by means of the use of the electronic services is the sole responsibility of the trading partners. The provision of such service by fintech.net shall not be interpreted as conferring any authority of responsibility on fintech.net with respect to the establishment, continuation, or binding effect of such terms.

fintech.net agrees to perform in a good and workmanlike manner the service of Electronic Services upon the terms and conditions set forth as follows:

1. The phone lines, modems and auto-call devices located at fintech.net to support the communications network will be provided by fintech.net. The subscriber or the other parties will provide any additional equipment or software necessary for the subscriber or other parties to communicate with fintech.net.
2. fintech.net may include the subscriber's name and contact information in internal contact lists available only to fintech.net users.

ELECTRONIC SERVICES RESPONSIBILITIES

I. In the event the subscriber is utilizing the EFT services, the following responsibilities are ascribed:

1. fintech.net

- a. fintech.net will process all files submitted for EFT exchange within the required period from the time of file receipt except in the event of delays described below.
- b. fintech.net will ensure and complete initial setup and subsequent changes of bank accounts to process through the Federal Reserve System.
- c. Prior to initiating any electronic funds transfer for a new trading partner relationship, fintech.net shall generate a prenotification entry through the Federal Reserve Banking system in order to establish the validity of the bank account data. If fintech.net receives notice that the receiving bank has rejected the prenotification, both trading partners will be notified. Electronic files cannot be submitted for processing until the cause for rejection has been corrected.
- d. fintech.net will adhere to National Automated Clearinghouse Association (NACHA) rules for processing all subscriber data.

2. Trading Partners

- a. Validity checks of data sent in for EFT credit initiation is the responsibility of the payment order originator. It is this trading partner's responsibility to notify both fintech.net and their trading partner, in the event inaccurate data was remitted and processed.
- b. Payee Initiated Payment Orders Only - In the event the payment order receiver's (payer) bank returns or rejects files previously submitted for processing, fintech.net will notify the payment order receiver upon their receipt of bank notification. It will be the responsibility of the payment order receiver to wire the funds to fintech.net by 2:00pm EST, on the same day of notification. In the event restitution is not made, fintech.net will initiate an EFT debit to the payment order initiator's (payee) bank account after written notification from fintech.net. It will be the responsibility of the payment order initiator to collect their funds through their normal non-electronic channel.
- c. Payer Initiated Payment Orders Only - In the event the payment originator's (payer) bank returns or rejects files previously submitted for processing, fintech.net will notify the payment order originator upon their receipt of bank notification. It will be the responsibility of the payment order originator to wire the funds to fintech.net by 2:00pm EST, on the same day of notification. In the event restitution is not made, fintech.net will initiate an EFT debit to the payment

order receiver's (payee) bank account after written notification from fintech.net.

- d. For General Commerce and Payment Services Payments Only (Does Not Apply to Regulated Beer, Wine and Spirits Payments) - The Payer's account will be debited three (3) business days prior to the effective payment Due Date to assure collected funds are available to the Payee. The Payer can opt to eliminate this three (3) day funding process by obtaining and providing to fintech.net, at Payer's expense, a Surety Bond sufficient to cover possible monetary returned item exposure. The Surety Bond will be in the amount of the average daily payments processed times 1.5 to allow for seasonality.
- e. Notification to proper employees of the agreed upon start date for a new location EFT. fintech.net must be notified in writing at least 5 business days prior to an EFT start date for a new EFT location addition and in the event of a change in bank accounts. A new bank authorization form must be submitted with this change.
- f. Reconciliation and balancing of actual bank account activity with invoices submitted for processing will be the sole responsibility of each trading partner.

II. The subscriber understands that changes made in either their hardware or software may result in the inability to send or receive data through the fintech.net process. fintech.net will not be responsible for supporting these types of changes made by a subscriber. It will also be the responsibility of the subscriber to notify fintech.net at least 30 days prior to any changes required in data formats.

INTERCONNECTION

The subscriber may request that fintech.net interchange the subscriber's data with other EDI Value Added Networks (VAN's) when necessary for transacting electronic business with a trading partner. fintech.net shall in no event be liable to the subscriber for any loss or damage arising from the conduct of any other EDI VAN with which fintech.net interchanges the subscriber's data.

DATA RETENTION

It is the responsibility of the subscriber to retain all records and data submitted to and received from fintech.net related to processing activity. In the event a dispute arises between the subscriber and a trading partner regarding data processed, the subscriber may contract with fintech.net to provide necessary reconciliation research.

CUSTOMER REPRESENTATIVE AUTHORIZED TO EXECUTE CHANGES AND REQUEST EFT SERVICES

As a condition to fintech.net's obligation hereunder, the subscriber shall designate those individuals who shall be authorized on behalf of the subscriber to make bank account additions or changes to initiate debit or credit entries. Designation of the authorized customer representative(s) may be altered or revoked from time to time upon written notice to fintech.net from any signatory customer representative.

ERROR DETECTION

fintech.net has no obligation to discover and shall not be liable to either trading partner for errors made by one or both of the trading partner's. This will include but not be limited to errors made in identifying the appropriate Financial Institution bank account, or for errors in the amount of an entry. fintech.net will likewise have no duty to discover and shall not be liable for duplicate or invalid entries issued by a trading partner. In the event that the subscriber makes an error or issues a duplicate entry, the subscriber shall indemnify, defend all claims, and hold fintech.net harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by fintech.net as the result of the error or issuance of duplicate or invalid entries.

PAYMENT FOR SERVICES

The subscriber agrees to pay fintech.net the fees in accordance with the price schedule shown in Schedule of Fees & Services for rendering the services described in this Disclosure. The pricing schedule is subject to change by fintech.net with thirty (30) days notice. If the subscriber does not pay charges within 30 days of the invoice date, such failure shall constitute a breach and fintech.net may terminate the Electronic Services as provided for below. Invoices are Due Upon Receipt. A finance charge of 1.5% per month will be applied on any balance not paid by the specified date on the invoice. Subscriber will be responsible for any

Value Added Network (VAN) charges fintech.net incurs as a result of and on behalf of the subscriber's processing requirements.

WARRANTIES, REPRESENTATIONS AND COVENANTS

The subscriber warrants, represents and covenants that each file submitted for processing is (a) accurate, true and correct in all respects, (b) has been fully authorized and approved by the entity holding the account to which the entry pertains and such authorization and approval will be effective until such entry is made to the account and (c) fully complies with any federal and state laws and regulations applicable thereto.

LIMITATION OF LIABILITY

Except as provided for in this Disclosure, fintech.net shall not be liable to subscriber for any damages or expenses incurred by subscriber as the result of fintech.net's acceptance or failure to accept an entry submitted by subscriber. **IN NO EVENT SHALL FINTECH.NET BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY DEALING THROUGH, OR WITH SUBSCRIBER, FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF FINTECH.NET HAS KNOWLEDGE OF THE EXISTENCE OF THE PARTICULAR CIRCUMSTANCES GIVING RISE TO CONSEQUENTIAL OR OTHER DAMAGES.** In the event fintech.net shall commit an error in connection with the processing or transmission of an entry, except as provide by applicable law, the subscriber's sole remedy against fintech.net shall be to request fintech.net to correct the error with reasonable promptness. In no event shall fintech.net be liable to subscriber for attorneys' fees incurred by subscriber in any action brought by subscriber under this Disclosure.

INDEMNIFICATION

The subscriber agrees to defend, indemnify and hold fintech.net harmless from all claims, demands, losses, liabilities, expenses and costs, including attorney's fees and costs, resulting or arising, directly or indirectly, from (a) the issuance of an entry by a trading partner; (b) any act or omission by the subscriber or any of its agents, employees or representatives with respect to an entry; (c) any failure on the part of the subscriber to comply with any federal or state law or regulation or (d) any default, failure or breach by the subscriber with respect to any warranty, representation, covenant or disclosure herein contained. This indemnification expressly includes, but is not limited to, damages (including attorneys' fees and related costs) resulting from any regulatory actions initiated by any federal or state alcohol beverage regulatory agency or authority due to the cancellation or rejection by the subscriber or its agent of any EFT initiated by the Company or its authorized trading partners pursuant to the subscriber's Retailer Program Enrollment.

FORCE MAJEURE

Subscriber acknowledges and agrees that fintech.net shall not be responsible or liable for any loss or damage as the result of delays or the failure of fintech.net to perform any obligation under this Disclosure caused by acts of God, acts of other parties, acts of civil or military authorities, fires, strikes, floods, changes in laws or regulations, interruption of communication or computer facilities, suspension of payments by financial institutions, war, emergency conditions, or other circumstances beyond the control of fintech.net.

TERMINATION

Either party may terminate the fintech.net Electronic Services upon written notice received ninety (90) days prior to the requested date of termination. Notwithstanding the foregoing, fintech.net may immediately terminate the Electronic Services or may refuse to accept and process entries without notice upon the happening of any of the following events or circumstances; (a) the subscriber's violation or breach of, or default in its performance or observance of, any term, condition, representation or warranty contained herein; (b) default by the subscriber in payment of any sum owed by the subscriber to fintech.net hereunder or under any note or any other agreement; (c) misrepresentation by the subscriber of any material fact in any statement, report or representation given or made to fintech.net in connection herewith; (d) the seizure, attachment, garnishment or encumbrance by court order or legal process or any portion of the subscriber's deposit accounts, assets or properties; (e) business failure, insolvency or bankruptcy of the subscriber; (f) default by the subscriber under any other agreement between the subscriber and fintech.net; and (g) if, in fintech.net's sole discretion, fintech.net determines that the subscriber has abused its rights under this Disclosure

or if fintech.net believes it will suffer a loss or other damage if the Electronic Services is not terminated. All substantive and procedural

provisions hereof relative to liabilities of the parties and all warranties, representations and covenants thereto made shall survive any termination of this Disclosure. All sums owing by the subscriber to fintech.net shall be due and payable in full immediately upon the termination of the Electronic Services.

In order to meet all state requirements for timely processing of regulated product invoices, as part of the termination process, the retailer must provide to fintech.net:

1. The last invoice date for which invoices can be presented for processing by fintech.net.
2. The last business day fintech.net can process invoices through the bank system.
3. Availability of the retailer designated bank account for three (3) business days following the last day fintech.net can process invoices through the bank system.

To maintain compliance, invoices submitted outside of these requirements or items returned due to unavailability of the retailer designated bank account will be returned to the distributor for collection.

CONFIDENTIALITY/NON-DISCLOSURE

fintech.net will treat confidentially and not disclose any subscriber EFT or EDI data/information used in any fintech.net Electronic Service to anyone other than fintech.net's originating depository bank or to the subscriber's trading partner.

HEADINGS

Headings are used for reference purposes only and shall not be deemed a part of this Disclosure.

SEVERABILITY

In the event that any court or tribunal of competent jurisdiction determines that any provision of the Disclosure is illegal, invalid, or unenforceable, the remainder of this Disclosure shall not be affected thereby.

AMENDMENTS

No variation of this Disclosure, and no waiver of any of its provision or conditions shall be valid, unless in writing, and signed by duly authorized officers of the subscriber and fintech.net.

ASSIGNMENT

Subscriber cannot transfer or assign any rights or obligations under this Disclosure without fintech.net's written consent.

GOVERNING LAW

The laws of the State of Florida shall govern as to the interpretation, validity and effect of this Disclosure, and any amendments or modifications hereto. All disputes arising out of this Disclosure shall be finally settled by arbitration in Tampa, Florida, conducted in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered pursuant to arbitration may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of award and an order of acceptance as the case may be.

NOTICES

Except as otherwise provided herein, all notices required or permitted to be given under this Disclosure may be given by any commercially reasonable means. All notices shall be effective when received, except as may be otherwise provided in this Disclosure or by applicable law. If a notice is not received because of the failure or disconnection of the addressed communication system, notice is effective at the time of transmission or dispatch. The subscriber and fintech.net may each change the address for service of written notice upon it by a notice in writing to the other. Subscribers referenced on the fintech.net subscriber application or EFT agreement shall make all authorization notices.



Southern Wine & Spirits
Dedicated to Sales & Service

ACH/EFT Authorization Form

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize *Southern Wine & Spirits of Minnesota* (THE COMPANY) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

(Name of Financial Institution)

(Address of Financial Institution - Branch, City, State, & Zip)

(Phone Number of Financial Institution)

(Signature)

(Date)

(Name of Signor - PLEASE PRINT)

(Name of Business - PLEASE PRINT)

(Phone Number of Business)

(Address - PLEASE PRINT)

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

Email address: _____

ALL FIELDS ARE REQUIRED

PLEASE FAX or MAIL COMPLETED FORM AND VOIDED CHECK TO:

**Southern Wine & Spirits, Attn: AR
701 Industrial Blvd NE
Minneapolis, MN 55413
Fax# 612-217-5200**

ATTACH VOIDED CHECK HERE