



4700 Belleview, Ste. 300
 Kansas City, MO 64112
 Phone: (877) 936-5478
 Fax: (816) 931-5921

NEW RETAILER APPLICATION

LEGAL BUSINESS NAME		DATE ESTABLISHED
D.B.A.		
STREET ADDRESS		PHONE
CITY, STATE & ZIP CODE	E-MAIL ADDRESS	
# OF LOCATIONS		
PLEASE SPECIFY:	SOLE OWNER	PARTNERSHIP
		CORPORATION

PRINCIPAL OFFICERS:

NAME	*DATE OF BIRTH
TITLE	*SSN
HOME ADDRESS, CITY, STATE & ZIP	
NAME	*DATE OF BIRTH
TITLE	*SSN
HOME ADDRESS, CITY, STATE & ZIP	
NAME	*DATE OF BIRTH
TITLE	*SSN
HOME ADDRESS, CITY, STATE & ZIP	

(* Required if Sole Owner Or Partnership)



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MERCHANDISE:

TYPE OF MERCHANDISE TO BE FINANCED:
HOW IS MERCHANDISE SOLD? (IN HOME, IN STORE, BY PHONE, ETC.)
DOESTHE LOCATION HAVE INTERNET ACCESS?
DOESTHE LOCATION HAVE A COMPUTER FOR CUSTOMER USE?
TYPE OF ADVERTISING?
RETURN/EXCHANGE POLICY:

CUSTOMER PROFILE:

AVERAGE RANK OF CUSTOMERS	WHAT PERCENT OFYOUR VOLUME IS MILITARY?
WHAT PERCENT OFYOUR VOLUME WOULDYOU WANT TO FINANCE THROUGH PIONEER?	
AVERAGE SALES PRICE OF MERCHANDICE BEING FINANCED?	

CURRENT FINANCING:

COMPANY NAME			
APR	DISCOUNT	RESERVE	RECOURSE
INSURANCE SOLD ON SALES FINANCE CONTRACTS?			

COMPANY NAME			
APR	DISCOUNT	RESERVE	RECOURSE
INSURANCE SOLD ON SALES FINANCE CONTRACTS?			

FINANCIAL DATA: (Or provide annual financial report)

TOTAL ASSETS \$	TOTAL LIABILITIES \$	NET WORTH \$
NET SALES, LAST 3 FULL YEARS: (starting with most recent)	\$	\$
CURRENT IN-HOUSE RECEIVABLES:	NUMBER	

BANK INFORMATION:

BUSINESS DEPOSITORY:		
BANK	ROUTING NUMBER	ACCT. NO.
BUSINESS CHECKING		
BANK	ROUTING NUMBER	ACCT. NO.

Retailer's Signature

Date

Signature above authorizes Pioneer Services, a Division of MidCountry Bank/ Military Acceptance Corp. to make any credit inquiry about Principal Officers listed on Application.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective _____, 20__ by and between Pioneer Services Sales Finance Inc., a Nevada Corporation, and Pioneer Services, a Division of MidCountry Bank, a Federal Savings Bank, its parent, subsidiaries and affiliates ("Pioneer Services") shall be a "Disclosing Party" for the purpose of this Agreement, and _____, its parent, subsidiaries, and affiliates, shall be a "Receiving Party" for the purposes of the Agreement.

WHEREAS, Disclosing Party and Receiving Party are engaged in discussions regarding a possible business transaction between Disclosing Party and Receiving Party; and

WHEREAS, Receiving Party understands that the Disclosing Party may disclose certain confidential information relating to the other party's current and/or future business (including, without limitation, technology, know-how, trade secrets, formulas, processes, ideas, inventions, whether patentable or not, schematics, source code and other technical, business, financial and customer information), which, to the extent disclosed to the Receiving Party by the Disclosing Party during the term of this Agreement, is hereinafter referred to as "Proprietary Information" of the Disclosing Party; and

WHEREAS, in consideration of the Disclosing Party's disclosure of such Proprietary Information and in recognition of the confidential and proprietary nature thereof, the Receiving Party agrees to treat such Proprietary Information in the manner provided by this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Treatment of Proprietary Information. The Receiving Party agrees, during the term of this Agreement and for a period of five (5) years thereafter, to hold the Proprietary Information disclosed to it by the Disclosing Party in strict confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential information), (b) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (c) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally whether to enter into the currently contemplated transaction with the Disclosing Party; (d) not to derive any commercial benefit (whether direct or indirect) from such Proprietary Information, and (e) not to copy or reverse engineer any such Proprietary Information. After the end of said five (5) year period, the foregoing obligations and restrictions shall continue to apply to the Disclosing Party's patents and copyrights in the Proprietary Information for the life of said patents and copyrights and to the trade secrets of the Disclosing Party so long as such information continues to be a trade secret of the Disclosing Party. Any employee or other affiliate given access to any such Proprietary Information must have a legitimate "need to know" and shall be legally obligated to comply with the terms of this Agreement. Without granting any right or license, the Disclosing Party agrees that the foregoing provisions shall not apply with respect to any improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally known to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction. The Receiving Party may make disclosures required by court order provided the Receiving Party notifies the Disclosing Party in writing, uses diligent efforts to limit disclosures and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

2. Return of Proprietary Information. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will cease use of the Proprietary Information and turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, which information shall be disclosed if at all solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed.

3. Confidentiality of Terms of Parties' Relationship. Except to the extent required by law or as mutually agreed, neither party shall disclose the existence or subject matter of the relationship contemplated by this Agreement.

4. Remedies for Breach. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

5. Validity. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, the parties hereto agree to negotiate in good faith to modify and amend this Agreement so as in effect the original intent of the parties as closely as possible with respect to those provisions which were held to be illegal, invalid or unenforceable.

6. Governing Law. This Agreement shall be governed by the laws of the State of Nevada without regard to the conflicts of law provisions thereof.

7. Entire Agreement; Amendment. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument and all of which together will constitute one and the same Agreement.

9. Term. The term of this Agreement shall be for a period of one (1) year from the date first above written.

10. Subsequent Agreement. If as the result of the discussions and disclosures made pursuant to this Agreement, the parties desire to proceed with a business transaction or relationship, the parties will execute a formal agreement specifically dealing with the terms of the business transaction or relationship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY:

Pioneer Services Sales Finance, Inc.,

Pioneer Services, a Division of MidCountry Bank,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notice

Pioneer Services Sales Finance, Inc.
4700 Belleview, Suite 300
Kansas City, MO 64112

Address for Notice

Pioneer Services,
a Division of MidCountry Bank.
4700 Belleview, Suite 300
Kansas City, MO 64112

RECEIVING PARTY:

By: _____

Name: _____

Title: _____

Address for Notice