# MERCHANT PROCESSING APPLICATION AND AGREEMENT



City

4.

Title

City

Relationship

Association

Sales Rep Name **Application Date** Page 1 of 4 1. GENERAL INFORMATION 2. BUSINESS LOCATION INFORMATION **3. BUSINESS STRUCTURE** Client's Business Name (Doing Business As) Client's Corporate/Legal Name (Must match IRS income tax filing) Location Address Corporate Address (If Different Than Location) State Zip City State Zip Location Phone Location Fax **Contact Name Contact Phone Customer Service Phone Prior Security Breach?** D&B# **Business Email** Yes No **Business Website Address** Fed Tax ID # (Must match IRS income tax filing) Tax Type Multiple locations? Yes No **Tax Filing Name** If Yes, enter # of locations Additional location to existing MID Send retrieval/chargeback requests to **Date Business Started** Length Current Ownership Corporate Address Location Address Send monthly merchant statements to Corporate Address Location Address Do Not Mail Sole Prop Partnership LLC/LLP C Corp S Corp Govt. (Local/State/Federal) 501c/Tax Ex. State Filing: I certify that I am a foreign entity / nonresident alien. NOTE: Failure to provide accurate information may result in a withholding of merchant funding (If checked, please attach IRS Form W-8.) per IRS regulations. (See Part IV, Section A.3 of your Program Guide for further information.) **OWNERS/PARTNERS/OFFICERS 5. TRADE REFERENCE OWNER/PARTNER/OFFICER 1 OWNER/PARTNER/OFFICER 2 TRADE REFERENCE** Name Name **Business Name** % Ownership % Ownership Title **Business Address** Home Address City Home Address State Zip State Zip City State Zip Contact Telephone DL/ID# Issued State Exp Date Telephone DL/ID# Issued State Exp Date Telephone Social Security # Date of Birth Date of Birth Social Security # Prior Bankruptcies? No Yes Business and/or Personal Date Discharged Email Address Email Address Patriot Act Notice: To fight the funding of terrorism and money laundering, we are required to obtain, verify and record information that identifies each person (including business entities) who opens an account. To allow us to identify you, we will ask for your name, physical address, date of birth and tax payer ID and may ask for other information, such as your driver's license or other documents. 6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION (see Section 9 American Express) Government \_Lodging \_\_\_Supermarket Mail/Telephone Order Business Type: Retail \_Restaurant \_\_\_Internet Utilities Healthcare Education QSR \_Charity/Non Profit B2B \_\_\_Other Petroleum Card Present Swiped Requested Monthly Payment Card Volume Sales to Consumers **Card Present Not Swiped** Requested Average Payment Card Ticket Sales to Business **Requested Highest Payment Card Ticket** Sales to Govt. мото Internet (Ecommerce) Seasonal Merchant? Days to Delivery No Yes **Previous Processor** F М А .1 J A S 0 N D м **Reason For Leaving** Description of products or services sold Describe your return policy 8. BANKING ACCOUNT INFORMATION Deposit Bank Name Routing# Account# ACH Method: Account# Combined Individual Fees Bank Name Routing#

9. SERVICE ACCEPTA	ANCE AND FEE	SCHEDULE						Page 2 of 4
Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)								
Visa Credit	Visa Non-PIN Debit	Maste	rCard Credit Mast	erCard Non-PIN	Debit — Disc	cover Network Ame	erican Express -	- PIN Debit
Select VI/MC/Discover	Network Discoun	t Plan:	(Based on Gross Sales Vo	lume)	Discount P	ayment Method:	Daily ——Monthly	
— Tierec	Basic		Rate			Assessments:	_ IncludedBill	Separately
Pass	Through I/C						Assessments MUST Bill Se	
Select PinDebit Discou	nt Plan:					Brand Fees:	Included — Bill	Separately
Pin	Debit Network Fe	ee Pass-through	+ % Markup			(If Pass Through I/C - E	Brand Fees MUST Bill Sep	arately)
Discount Fees								
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	) PER ITEM (	\$) QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
Ma	asterCard			Visa	<u> </u>		Discover Network	
Credit Qual			Credit Qual			Credit Qual		
Credit Mid-Qual			Credit Mid-Qual			Credit Mid-Qual		
Credit Non-Qual			Credit Non-Qual			Credit Non-Qual		
CheckCard Qual			CheckCard Qual			CheckCard Qual		
CheckCard Mid-Qual			CheckCard Mid-Qual			CheckCard Mid-Qua	I	
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qua	al de la constante de la const	
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through	IC	
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		
Voyager         All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.								
			Ame	rican Express				
				OptBlue <sup>SM</sup>			Amex Direct	
			OptBlue SM					
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	Monthly Card Volume			Order	New	Use Existing
Credit Qual			OptBlue SM			CAP#		
			Average Card Ticket					
Credit Mid-Qual			OptBlue <sup>SM</sup>			Existing SE #		
Credit Non-Qual			Highest Card Ticket			Monthly flat fee of	\$7.95 or Discount Rate may a	vlac
Credit Pass Through IC			SE#					55.5
ERR			Select OptBlue SM Disco	ount Plan:				
			Tiered Ba	asic	Flat Rate			
			Pass Thr	•				
			Ennance	d Recover Red	uction (ERR)			
Fee applies to all American Express Programs. **0.3% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards. An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries								
listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351). By checking this box, you opt out of receiving future commercial marketing communications from American Express.								
Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.								
						Monthly Fe	es	
Visa/MC/Discover Netwo	ork	Electroni		Month	nly Minimum		Industry Compliance	
Amex/Fleet/Other  Voice Authorization			Wirele	Wireless Fee     Monthly Service Fee       DN Datification     Misc Monthly Fee				
Pin Debit Authorization Voice AVS				Industry Non-Compliance (Up to \$14.95) (if applicable per Section 4.8 of the Merchant				
EBT Authorization Program Guide)								
		wiscellar	16043 1663				MX Merchant Fees	
Sales Transaction Fee (All card types)		(per item)	Chargeback Fee —	(per	occurrence)	X Merchant Monthly Fee	Describe The State	5
Retrieval Fee (All card type	s)	(per occurrenc	e) Return Transaction Fee	(i	ber item)			Plus
Batch Fee		(per item)	Annual Fee		M	X Gateway Transaction F	eePremiumEn	terprise
ACH Reject		(per occurrent	ce) Annual Fee Bill Month		Bil	ll to	Statement	Separate
In the event that this Agreement	is terminated early, Me	erchant will be respon	sible for the payment of ae	early termination fee	in accordance with I	Part IV, Section A.3 of the Mercha	ant Program Guide.	

10. OTHER CARD TYPES										Pa	ge 3 of 4
Accept EBT	Yes	No	Order Voyager		Yes	No	Order ACH/Check	Services	_	_Yes	No
Accept EBT Cash Benefit	Yes	No	Order Wright Exp	press	—Yes			th app copy)			
			(Must attach Wright Ex				Order Gift Card (Must attach addendum w	ith one conv)	_	Yes	No
			with app copy)	kpress applicatio	IT AND DEDIANO	ig letter	(Must attach addendum w	штарр сору)			
11a. EQUIPMENT / PROCESSII				_	_	_		_	_	-	-
TTA. EQUIPMENT / PROCESSII		100									
Application Type Retail	D F	Retail w/ T	ίρ 🗖 ΜΟΤΟ 🕻	Restauran	t w/ Tip	D Quick S	Serve Restaurant (no ti	p) 🗖 I	Hotel 🗖	Auto Re	ntal 🛛
Terminal Features	Yes	No		Yes	No			Yes	No		
Fraud Check (last 4-digits)			Purchasing Card			Invoice/Pure	chase Order #				
AVS + CVV2			Server/Clerk #			Auto Close	Y 🗖 N 🗖	If yes, tim	le?		
IP Connection? Yes IN No	If yes, To	erminal Se	rial			Special Reque	ests (Multi-Mid, Dial 9, e	etc):			
			N/Serial								
Wireless? Yes No V	vvireiess	into: MAI	N/Serial		_ ``	SIM Card Nur	nber				
TYPE OF EQUI	PMENT		PRODUCT	NAME	QUANTIT	Y	D	EPLOYMEN	Г		
Terminal 🛛 Pinpad 🔲 Prin		VAR*				Existing		New Order (a		,	
Terminal D Pinpad D Prin		VAR*				Existing	0	New Order (a		,	
Terminal Pinpad Prin		VAR*				Existing	•	New Order (a		,	
Terminal D Pinpad D Prin	ter 🗖	VAR*				Existing	C Agent C	New Order (a	ittach order	torm)	
*Manufacturer/product/versio	n of PC/lı	nternet S	oftware								
Do you use any third party to s	tore, pro	cess, or t	ransmit cardholder	data?		—_Yes	No				
If yes, give name/address:											
ORDER LEASE	Lease Co	mpany			_ Le	ease Term	Mos. Ann	ual Tax Hand	ling Fee	\$1	0.20
									0	,	
Total Monthly Lease Charge	w/o	taxes, lat	es fees, or other char	rges that ma	y apply - Se	e Lease Agre	ement for details.				
This is a NON-CANCELLABLE lea	se for the	full term ir	ndicated					Cli	ent's initials		
11b. CARD NOT PRESENT INFO	ORMATIC	DN									
If you process more than 30% of				without swi	ping and/or	examining tl	ne credit card, please				
<ol> <li>complete this section and provide</li> <li>Please submit your Product cata</li> </ol>			•	current price	list: and a c	opv of vour s	ervice agreement with	card holder if			
applicable. If on the Internet, pleas											
2. If Internet, please check your type	be of busir	ness:									
Web HostingDomain RegistrationWeb page DesignAuctionInternet Service Gateway											
Selling Digital Service Advertisement Selling Hard Goods Other											
Selling Digital ServiceAdvertisementSelling Hard GoodsOther:											
If using the Internet, list encryption method, vendor, and controls used to secure transaction information											
3. How will the product be advertised or promoted?											
4. Billing Methods: (Check all that apply)											
4. Billing Methous. (Check all that a	appiy)										
Monthly%Yearly% Quarterly% One Time% Hourly%											
5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased.											
6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full:											
7. Please describe how a sale takes place from beginning of order until completion of fulfillment:											

## 12a. SITE INSPECTION (Completed by Sales Agent)

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

### Sales Agent Name (printed)

Signature X

## 13. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (Version PPS0714) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section and Section 9, American Express above, you are authorized to accept transactors in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and SYNOVUS Bank ("BANK") and

their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information form any consumer reporting agency bearing his/her personal credit worthiness, credit

standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us usequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Social Security numbers are classified as "Confidential" information under the PRIORITY Data Classification Retention and Disposal Policy. As such, Social Security numbers may only be accessed by and disclosed to PRIORITY team members and others with a legitimate business "need to know in accordance with applicable laws and regulations. Social Security numbers, whether in paper or electronic form, are subject to physical, electronic and procedural safeguards, and must be stored, transmitted and disposed of in accordance with the provision of the information applicable to Confidential information. These restrictions apply to all Social Security numbers control or retained by PRIORITY.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PRIORITY and BANK.

### **Client's Business Principal / Officer**

Percenal Guarantee

Signature X	_Title
Print Name of Signer	_Date
Signature X	_Title
Print Name of Signer	Date

Personal Guarantee: In exchange for PRIORITY and Synovus Bank (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature X	Print Name:	_Date
Personal Guarantee		
Signature X	_Print Name:	_Date
Accepted By		
Priority Payment Systems, LLC	Synovus Bank	
P.O. BOX 246, Alpharetta, GA 30009-0246	1111 Bay Ave, Columbus, GA 31901	
Signature X	Signature X	

# PART IV: CONFIRMATION PAGE

#### Name: \_\_\_\_\_Priority Payment Systems Address: \_P.O. Box 246, Alpharetta, GA 30009-0246 PROCESSOR INFORMATION: URL: \_www.prioritypaymentsystems.com/manuals/PPS0714programguide.pdf Customer Service #: 1-855-813-5293

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).

2. We may debit your bank account from time to time for amounts owed to us under the Agreement. 3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.

4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processina.

5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms. 6. We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section

23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances. 7. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and

the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.

8. The Agreement contains a provision that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fee Information."

9. If you lease equipment from Processor, it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.

## 11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Synovus Bank.

The Bank's mailing address is 1125 1<sup>st</sup> Avenue, Columbus, GA 31901, and its phone number is (706)-649-4900.

## Important Member Bank Responsibilities:

a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.

- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.

d) The Bank is responsible for and must provide settlement funds to the Merchant.

e) The Bank is responsible for all funds held in reserves that are derived from settlement.

## Important Merchant Responsibilities:

a) Ensure compliance with Cardholder data security and storage requirements. b) Maintain fraud and Chargebacks below Card Organization thresholds.

c) Review and understand the terms of the Merchant Agreement.

d) Comply with Card Organization rules.

e) Retain assigned copy of this Disclosure Page.

f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op\_regulations.html

g) You may download "MasterCard Regulations" from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules/htm

## Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version PPS0714] consisting of 52 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at: www.prioritypaymentsystems.com/manuals/PPS0714programguide.pdf

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED. Client's Business Principal: Signature (Please sign below):

Please Print Name of Signer

Title

Date

PPS0714