

DISCLOSURE PAGE

MEMBER BANK (ACQUIRER) INFORMATION

☐ For Merchant Numbers beginning 564

Acquirer Name:	Chesapeake Bank
Acquirer Address:	5000 Foundation Street Williamsburg, VA 23188
Acquirer Phone:	757-941-1335

☐ For Merchant Numbers beginning 623

Acquirer Name:	Merrick Bank
Acquirer Address:	Merchant Services Dept. 135 Crossways Park Drive North Suite A
Acquirer Phone:	Woodbury, NY 11797 800-267-2256

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must settle with funds with the merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

MERCHANT INFORMATION

Merchant Name: _____

Merchant Address: _____

Merchant Phone: _____

IMPORTANT MERCHANT RESPONSIBILITIES

1. Ensure compliance with cardholder data security and storage requirements.
(Go to www.Visa.com, select **Small Business and Merchants**, select **Operations and Risk Management**, select **Cardholder Information Security Program**)
2. Maintain fraud and chargeback below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Operating Regulations.
(Go to www.Visa.com, select **Small Business and Merchants**, select **Operations and Risk Management**, select **Rules for Visa Merchants**)

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the merchant have any problems.

Merchant's Signature

Date

Merchant's Printed Name & Title



Internet Acknowledgement

In order to comply with all Visa and MasterCard regulations governing Internet credit card sales, Electronic Merchant Systems requires that you will not accept credit card transactions through your website and/or e-mail and then manually enter them into your POS equipment or software. You must obtain a separate and secure e-commerce merchant account to accept credit card transactions for products and service purchased through a website or the internet.

Business Name: _____

Owner Signature: _____

Date: _____

EMS Representative: _____

Date: _____

EMS Office Number: _____



EMS/AGENT CHECKLIST

OFFICE USE ONLY

EMS Deployment (please check one) ☐ YES or ☐ NO

DEALS WITHOUT TERMINALS

Complete only if no terminal is being shipped. Please send separate order form (on EMSU) if EMS needs to ship a terminal.

☐ Install/Training/Reprogramming/Deployment

☐ Send Welcome Kit _____
Terminal Type

DATE: ____ / ____ / ____ OFFICE NUMBER: _____

MERCHANT DBA: _____

SALES REP: _____

MERCHANT EMAIL: _____

REQUIRED ON ALL DEALS

REQUIRED DOCUMENTATION

RETAIL ONLY

- ☐ Merchant Application
- ☐ 3 Most Recent Processing Statements
- ☐ Disclosure Page
- ☐ Drivers License
- ☐ Inside Photo Showing Inventory
- ☐ Outside Photo Showing Signage
- ☐ Voided Check
- ☐ W9

MAIL ORDER TELEPHONE ORDER (MOTO)

- ☐ MOTO Profile for 30% + Keyed
- ☐ Ads & Brochures for MOTO
(company & product specific)

TERMINAL APPLICATION

MUST CHECK ONE

- ☐ Retail
- ☐ Retail w/Tips
- ☐ Wireless
- ☐ Restaurant w/Tips
- ☐ Quick Pay Service (QSP)
- ☐ Hotel/Lodging
- ☐ Multi-Merch ____ of ____
- ☐ Add'l Location ____ of ____
- ☐ DCC

LeaseMax™

REQUIRED DOCUMENTATION

- ☐ Leasing Agreement



REQUIRED DOCUMENTATION

- ☐ Altus Premier Agreement

EMSiMenu360

- ☐ iMenu Agreement
 - ☐ Pay Online w/ USAepay
 - ☐ Pay on Pickup/Delivery*

*Requires EMS Retail Merchant Account in restaurant.



REQUIRED DOCUMENTATION

- ☐ eCheck Application



REQUIRED DOCUMENTATION

- ☐ BizFunds Information Sheet
- ☐ BizFunds Merchant Agreement
- ☐ Permission to Release Form
- ☐ 4 Months Processing Statements

MERCHANT TERMINAL / SOFTWARE / ECOMMERCE / ADDITIONAL INFORMATION

TERMINAL INFORMATION

- ☐ Terminal Type: _____
 - ☐ IP ☐ Dial Up (must check one)
- ☐ Number of Terminals: _____
- ☐ Is an 8 or 9 required for dial out? ☐ No ☐ 8 ☐ 9
- Required for Nurits**
- ☐ Terminal Model: _____
- ☐ Existing Terminal SN#: _____
- ☐ **Required for Debit** (must check one)
 - ☐ Internal Pinpad ☐ Pinpad Model _____
- ☐ **Required for EBT FNF#** _____
- ☐ **Rental Program**
 - ☐ Agent Equipment (Rental Program A)
 - ☐ EMS Equipment (Monthly Rental Program)

SOFTWARE INFORMATION

- ☐ Software Name: _____
- ☐ Software Version: _____
- ☐ VAR Contact Information: _____

Merchant is responsible for re-programming their POS software, which may require VAR assistance & cost. Must be a PA-DSS Compliant Software.

POS SYSTEM

- ☐ NCR Silver
- ☐ HioPOS
- ☐ Other: _____

ECOMMERCE INFORMATION

Email Address: (required on all eCommerce deals)

PAYMENT GATEWAY

- ☐ Payment Gateway Keyed
 - ☐ Recurring Billing
 - ☐ Check Processing (Requires ACH Debit Account)
 - ☐ Level 3 Processing
- ☐ Payment Gateway Swiped
- ☐ EMSmobile
 - Phone Mfr _____ Model _____
 - Cell # _____ Provider _____
 - ☐ Swiper/Printer ☐ iOS Swiper ☐ Audio Jack (must check one)
- ☐ Quickbooks Plugin Includes a Gateway. 1 Plugin Required Per QB license
QB Version: _____
 - ☐ Bill Presentment
 - ☐ Check Processing (Requires ACH Debit Account)
- ☐ Authorize.Net
- ☐ eCommerce Download _____
(Existing Gateway. Must be PCI Compliant & Payment Gateway must be identified)

OTHER INFORMATION _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.


Merrick Bank


SPONSORED BY

☐ Chesapeake Bank
Kilmarnock, VA
 ☐ Merrick Bank
South Jordan, UT

MERCHANT AGREEMENT

Electronic Merchant Systems

 5005 Rockside Road, #PH100, Cleveland, Ohio 44131
800-726-2117

MCC:

MN:

Office:

Account Mgr:

Account Rep:

Chesapeake Bank

 5000 Foundation St, Williamsburg, VA
23188 757-941-1335

Merrick Bank

 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797 800-267-2256

BUSINESS NAME (S)

Corporate or Legal Name		No. Locations	Doing Business As			
Corporate Address		Same As Corporate <input type="checkbox"/>	Location Address			
City		State	Zip	City		State Zip
Telephone Number ()		Fax Number ()		Telephone Number ()		Alternate Phone ()
Federal Tax ID (Nine Digits)		Contact Person		Email Address		Mail To: <input type="checkbox"/> Corporate <input type="checkbox"/> Location

MERCHANT PROFILE

Type of Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	Type of Goods Sold _____ SIC/MCC _____
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Length of Ownership YRS MOS	Length at Location YRS MOS	Business Established In:
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Web Address

CREDIT CARD TRANSACTION PROFILE

<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant w/Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Trade/Craft Shows <input type="checkbox"/> Mail/Phone Order <input type="checkbox"/> Internet <input type="checkbox"/> Service	On Premise Sales _____ % Off Premise Sales _____ % Mail Order _____ % Telephone Order _____ % Internet _____ % MUST TOTAL 100%	Sales Swiped Through POS terminal _____ % Sales Keyed Into POS terminal _____ % MUST TOTAL 100%
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PROCESSING HISTORY

Has the business or any associated owner ever been terminated as a VISA®/MasterCard®/Discover® merchant?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you currently accept VISA®/MasterCard®/Discover®?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please submit 3 most current monthly statements.	
Is the product or service being sold via a trial offer?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are there third parties/payment applications involved with your payment process?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, identify.	
Is your business PCI compliant?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Has your business had any ongoing or prior data compromise investigations?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Services _____ Merchant Number _____	
Existing American Express _____	<input type="checkbox"/> EDC <input type="checkbox"/> Auth
Existing Diners Club _____	<input type="checkbox"/> EDC <input type="checkbox"/> Auth

OWNERS AND OFFICERS

Name (1) Please Print	Title	Residential Address, City, State, Zip, County		Drivers License Number
SSN	Equity Ownership %	Time at Residence YRS MOS	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Date of Birth / / Residence Telephone ()
Name (2) Please Print	Title	Residential Address, City, State, Zip, County		Drivers License Number
SSN	Equity Ownership %	Time at Residence YRS MOS	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Date of Birth / / Residence Telephone ()
BANK REFERENCE	Account #	Telephone Number ()		Contact
TRADE REFERENCE	Account #	Telephone Number ()		Contact
TRADE REFERENCE	Account #	Telephone Number ()		Contact
TRADE REFERENCE	Account #	Telephone Number ()		Contact

MERCHANT SITE INSPECTION REPORT (must be completed by sales representative)

Merchant Location Area is Zoned Square Footage	<input type="checkbox"/> Shopping Center <input type="checkbox"/> Commercial <input type="checkbox"/> 0-250	<input type="checkbox"/> Retail Storefront <input type="checkbox"/> Residential <input type="checkbox"/> 251-500	<input type="checkbox"/> Residence <input type="checkbox"/> Industrial <input type="checkbox"/> 501-2000	<input type="checkbox"/> Mobile Merchant <input type="checkbox"/> Office Building <input type="checkbox"/> 2001+
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 Does the inventory, merchandise, and staff appear to be consistent with the type of business? ☐ YES ☐ NO If no, please explain:

The Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Leases	Landlord's Name Or Mortgage Holder	Telephone Number ()
General Comments by Inspector		
I hereby verify that I <input type="checkbox"/> have <input type="checkbox"/> have not physically inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge.		Signature of Rep/Inspector
		Date / /

MERCHANT AGREEMENT

0413A

DEBIT / CREDIT AUTHORIZATION

MERCHANT hereby authorizes BANK and EMS in accordance with this MERCHANT Agreement to initiate debit/credit entries to MERCHANTS' checking account as indicated below. This authority is to remain in full force and effect during the term of the Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreement applying to POS terminal, accompanying equipment, check guarantee fees and/or gift/loyalty card fees.

STAPLE
CHECK
HERE

DO NOT USE A DEPOSIT TICKET
MAKE SURE CHECK IS VOIDED PROPERLY
CHECK MUST BE MICR ENCODED WITH ABA ROUTING NUMBER AND ACCOUNT NUMBER
MAKE SURE CHECK IS PRE-PRINTED WITH MERCHANT BUSINESS NAME

AMERICAN EXPRESS CARD ACCEPTANCE

☐ By initialing below, I represent that I have read these Terms and Conditions for American Express Card Acceptance (including the application page, the "Card Acceptance Agreement") and can sign for the entity above, which agrees to be bound by the Card Acceptance Agreement, and that all information that I have provided herein is true, complete, and accurate. I authorize EMS and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agents, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct EMS and American Express and American Express agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. If I have applied, on behalf of the entity above, for American Express's standard Card service program, I further understand that upon American Express's approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter or like Welcome Materials. By accepting the American Express Card for the purchases of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions. _____ INITIALS

SCHEDULE OF FEES

VISA®/MasterCard®/Discover®	Discount _____ % + _____ ¢ Transaction	\$15.00 Monthly Access
<input type="checkbox"/> Interchange Plus	Discount _____ % + _____ ¢ Transaction	\$22.50 Monthly Access with Debit or Online Statements
<input type="checkbox"/> Pin Debit Network	Discount _____ % + _____ ¢ Transaction	\$30.00 Monthly Access with Debit and Online Statements
<input type="checkbox"/> Quote Rates _____	_____ % + _____ ¢ Transaction	\$25.00 Monthly Cellular Transaction Fee + \$0.10/Transaction
<input type="checkbox"/> Quote Rates _____	_____ % + _____ ¢ Transaction	\$0.60 Voice ARU / \$0.30 Batch Headers
<input type="checkbox"/> Quote Rates _____	_____ % + _____ ¢ Transaction	\$15.00 Monthly 100K Data and Breach Protection
<input type="checkbox"/> eCommerce _____	Monthly \$ _____ Trans \$ _____	\$25.00 Monthly Minimum (Visa®/MasterCard®/Discover® Discount)
<input type="checkbox"/> Non Bank Card Fee _____	¢ Transaction	\$75.00 Semi-Annual Technology Upgrade and Update
<input type="checkbox"/> Platinum Service Club	\$10.00	

Additional charge of \$.10 and 2.35% of sales amount for international, commercial, or non best qualified credit card and unregulated signature debit transactions. Fees of \$25.00 per retrieval request, \$45.00 per chargeback and \$45.00 per returned ACH item. For restaurants, supermarkets, hotel, passenger transport and gas station merchants, standard, reward, enhanced, and world Visa/MasterCard credit cards and unregulated signature debit cards will be surcharged .95%. Card association's network transaction fees and assessments will be charged to the merchant on every transaction as a direct pass through cost. PIN debit network fees include base switch, acquirer, interchange and authorization expenses. All signature debit card sales will be surcharged \$.10 per transaction. Regulated signature debit card transactions will process at the lowest qualified credit card rate unless otherwise specified. Unregulated signature debit card transactions will process at the corresponding credit card rate unless otherwise specified.

AN INVESTIGATIVE CONSUMER REPORT MAY BE MADE IN CONNECTION WITH THE ATTACHED APPLICATION. MERCHANT AUTHORIZES BANK, EMS OR ANY CREDIT REPORTING AGENCY EMPLOYED BY BANK OR EMS TO INVESTIGATE THE REFERENCES GIVEN OR ANY OTHER STATEMENTS OR DATA OBTAINED FROM MERCHANT, OR ANY OF THE UNDERSIGNED PRINCIPALS, FOR THE PURPOSE OF THIS APPLICATION OR ANY APPLICATION FOR ACCOMPANYING POS EQUIPMENT FINANCING. THE ABOVE SCHEDULE OF FEES IS PREDICATED ON THE BUSINESS

AVERAGE MONTHLY SALES VOLUME: \$ _____ AVERAGE TICKET SIZE: \$ _____ HIGHEST TICKET SIZE: \$ _____

OFFICERS AND OWNERS OF MERCHANT WARRANT THAT THE AVERAGE MONTHLY SALES VOLUME AND AVERAGE TICKET SIZE ARE ACCURATE AND ACKNOWLEDGE THAT ANY VARIANCE MAY RESULT IN THE DELAY OR THE WITHHOLDING OF FUNDS SETTLEMENT OR TERMINATION OF THE MERCHANT AGREEMENT.

IMPORTANT NOTICE: All information contained in the attached Merchant Application was completed by owners and/or authorized officers of Merchant. No spaces were left incomplete. N/A or None is to be filled in any space where applicable. MERCHANT accepts all contractual obligations of this Agreement.

MERCHANT ACKNOWLEDGES HAVING READ AND RECEIVED A COPY OF THIS AGREEMENT, AND THAT IT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY BANK AND EMS. THIS IS AN AUTOMATICALLY RENEWABLE 24 MONTH MERCHANT CONTRACT. CANCELLATION DURING THE TERM WILL RESULT IN A \$595 EARLY TERMINATION FEE. MERCHANT AGREES TO BE PCI COMPLIANT WITHIN 90 DAYS AFTER SIGNING THIS AGREEMENT. FAILURE TO DO SO WILL RESULT IN AN ADDITIONAL \$50.00 MONTHLY FEE UNTIL MERCHANT BECOMES COMPLIANT.

AGREED AND ACCEPTED

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Print Merchant Name _____

(1) Sign X _____

Title Date

(2) Sign X _____

Title Date

CORPORATE RESOLUTION

The officers identified in #1 and #2 have the authority to execute the Merchant Agreement with BANK and EMS on behalf of the corporation.

Sign X _____

Title Date

By my signature, I verify that I already own a manual imprinter and will provide imprinted sales drafts whenever necessary.

Sign X _____

Title Date

PERSONAL GUARANTY FROM OWNER/OFFICER

The undersigned (jointly and severally if more than one) in consideration of BANK and EMS entering into this Merchant Agreement ("Agreement") with the above named Merchant, hereby absolutely and unconditionally guarantee the full and prompt payment of any and all amounts owed to BANK and EMS and the performance of all MERCHANT'S obligations under this Agreement as may be subsequently amended from time to time, whether before or after termination or expiration of the Agreement. The undersigned guarantor(s) agree(s) to pay or perform upon demand and waive any notice, presentment, demand, collection from others or any delay in enforcement. This Guaranty includes (i) any amount returned by the BANK and EMS after receipt due to any bankruptcy or similar law and (ii) BANK's and EMS's expenses including attorney fees and costs. Any sums owing by the MERCHANT to the undersigned shall be subordinated to sums owed to BANK. This Guaranty is continuing, binding upon heirs and successors and may not be changed except in writing and signed by BANK and EMS. Each of the undersigned hereby authorize BANK and EMS to and obtain from any credit reporting agency financial or credit information pertaining to the undersigned and give BANK and EMS continuing authority to obtain such information in connection with the maintenance, renewal or extension of the Agreement.

(1) Sign X _____

NO TITLE PERMITTED Date

PLEASE PRINT NAME

(2) Sign X _____

NO TITLE PERMITTED Date

PLEASE PRINT NAME

EMS AND BANK USE ONLY

EMS Approval

Signature Title Date

Bank Approval

Signature Title Date

Bank Name _____ Merchant Setup _____ (Initials)

Declined By _____
Signature Title Date

TERMINAL ID NUMBER _____

MERCHANT NUMBER _____

15. Reserve Account. In addition to the security interest and Chargeback rights granted to Bank and EMS by Merchant, Merchant hereby authorizes Bank or EMS to establish a non-interest bearing "Reserve Account" with or without notice to the Merchant, at any time prior to, at, or after the termination of this Agreement, when the Bank or EMS have determined that any of the following has occurred: (a) reasonable doubt exists concerning Merchant's ability to comply with this Agreement; (b) Merchant's breach of this Agreement or other applicable Rules and regulations of the Bank or EMS; (c) Merchant's failure to comply with the terms of this Agreement; or (d) Merchant's failure to comply with the terms of any applicable law, regulation or rule. The Reserve Account may be funded, supplemented or replenished by the Bank or EMS in any or all of the following methods: (i) one or more debits to Merchant's DDA; (ii) one or more deductions from payments due Merchant; or (iii) if Bank, EMS and Merchant agree, delivery of credit or certificate of deposit issued by a financial institution acceptable to Bank and EMS. Merchant hereby agrees that Bank or EMS may deduct from this Reserve Account any amount owed to such party in accordance with this Agreement. Any funds in the Reserve Account may be held until the expiration of any applicable Chargeback rights in respect to purchases of indebtedness under applicable Rules of the Card issuer, whose holding period may extend beyond the termination of this Agreement. Bank or EMS may fund, supplement or replenish the Reserve Account with such funds as may be required by Bank or EMS to satisfy its obligations to the Card issuer. Merchant agrees that the Reserve Account shall be maintained by Bank or EMS until the termination of this Agreement, maintain sufficient funds in the Reserve Account in such amount as may be reasonably required by Bank or EMS until all of the Chargeback rights of the Transactions processed preceding termination have expired. Merchant hereby agrees that any financial institution at which Merchant maintains a deposit account may rely upon an executed copy of this Agreement provided by Bank and/or EMS as Merchant's express, written instruction and authorization to permit such offset by Bank and/or EMS, and Merchant's agreement that said financial institution may be deemed to have received such instruction and authorization. Merchant agrees that Bank or EMS may assign or otherwise transfer an obligation to pay or reimburse Merchant arising from or related to the performance of this Agreement to EMS, directly or indirectly, to any account for funds or funds due to Merchant and/or funds withheld from Merchant for Chargebacks, and Bank may not assign or otherwise transfer an obligation to pay or reimburse Merchant arising from or related to the performance of this Agreement to EMS.

17. Indemnification; Bank and EMS Liability. Merchant agrees to indemnify and hold Bank and EMS harmless from and against any Association fines or fees and all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Merchant under this Agreement (including, without limitation, a violation of the Rules), or arising out of Merchant's or Merchant's employees' negligence or willful misconduct, in connection with Transactions or otherwise arising from Merchant's provision of products and services to cardholders. Bank agrees to indemnify and hold Merchant harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Bank under this Agreement or arising out of Bank's or its employees' gross negligence or willful misconduct in connection with this Agreement. EMS agrees to indemnify and hold Merchant harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by EMS under this Agreement or arising out of EMS's or its employees' gross negligence or willful misconduct in connection with this Agreement. Except as expressly provided in this Agreement, Bank and EMS make no other warranties whether express, implied or statutory, in connection with this Agreement and without limiting the foregoing, Bank and EMS disclaim all warranties of merchantability and fitness for a particular purpose. Bank or EMS may utilize systems of others, including those of any Associations, in connection with its performances of the services described hereunder. Bank and EMS shall not be responsible or liable for any information provided by others or for the use of any system or equipment of Bank and EMS or others or for any circumstances beyond its control. Bank and EMS shall not be liable for lost profits, consequential, special, punitive, exemplary or incidental damages, even if Bank and EMS have been advised of the possibility of such damages. The sole and exclusive liability of Bank and EMS and remedy of Merchant hereunder (including negligence) shall be general money damages not to exceed the amount of the item subject to claim or dispute, regardless of the characterization of such action.

10. **Force Majeure.** The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith, or governmental proclamation, regulation, or priority, or any other cause beyond either party's reasonable control, whether similar or dissimilar to such causes.

20. Security interest. IN ORDER TO SECURE ALL OBLIGATIONS OF MERCHANT TO BANK AND EMS ARISING FROM THIS AGREEMENT, MERCHANT HEREBY GRANTS BANK AND EMS A CONTINUING SECURITY INTEREST IN AND TO ALL DEPOSITS, REGARDLESS OF SOURCE, TO MERCHANT'S DDA AND OTHER ACCOUNTS IN THE DIRECT OR INDIRECT CONTROL OF THE BANK OR EMS, ESTABLISHED IN MERCHANT'S NAME OR BY ANY PARTY SIGNING THE PERSONAL GUARANTEE AS PART OF THIS AGREEMENT, AND TO ALL PROCEEDS OF SAID DEPOSITS. Said security interest may be set-off or otherwise exercised by BANK and EMS without notice or demand of any kind by making an immediate withdrawal from or holding said account, upon Bank's or EMS's reasonable determination that a breach of

21. Discount Fee and Transaction Fees. Merchant agrees to pay to Bank the EMS non-returnable fees stated in the Schedule of Fees incorporated herein and as amended from time to time with thirty (30) days' written notice. The Bank must approve, in advance, any fee to or obligation of the Merchant arising from or related to performance of this Agreement. Bank and EMS shall have the right to increase the Discount Fees, Transaction Fees, or add fees from time to time in accordance with Sections 19 or 30. EMS also may increase Discount Fees or Transaction fees immediately without notice to Merchant. If approved by Bank in advance, if Merchant changes the nature of its business from that indicated on the Application or otherwise changes its business or goods sold or services rendered in a way that may increase EMS's costs or lead to increased processing charges, Merchant agrees to pay to Bank the increased Transaction Fees. The Transaction Fee is the fee that Merchant is obligated to pay to Bank and EMS. A "Discount Fee" means a fee charged on the total value of a Transaction at the Discount Rate disclosed on the face of this Agreement. A "Transaction Fee" shall mean a fee charged on each sales draft and each credit record regardless of the total stated and shall also mean a fee charged for any other Transaction which utilizes a POS device for transmission or reception of Card data or information, including but not limited to, debit card transactions, batch closing, Authorizations and any other communications using the POS system. Merchant acknowledges that Bank and EMS have relied upon the information provided by Merchant in determining the type of business in which Merchant is engaged, the products or services sold, the average transaction or sales size and monthly volume, the amount of take-away orders, and the amount of keyed/swiped transactions in determining whether to enter into the Discount Fee and Transaction Fee Agreement. Merchant hereby acknowledges that Merchant's Application is not a contract, and Merchant is continuing to pay Merchant's Transaction Fee, and Merchant further understands that in the event that batches are not closed at least daily, Bank and EMS may initiate batch closing on Merchant's behalf. In the event of a change in the parameters stated above or should special circumstances arise which shall change either temporarily or permanently the existing conditions, Merchant must notify Bank or EMS prior to those changes, so that necessary adjustments can be made. Additional fees may be assessed for processing sales or credit drafts emanating from foreign (non U.S.A.) credit cards or commercial cards. Merchant understands that the sales amount exclude (or within 15% for hotels and car rentals, 20% for restaurants, bars and night clubs). PLEASE REFER TO THE SCHEDULE OF FEES INCORPORATED INTO THIS AGREEMENT FOR THE AMOUNT OF THESE FEES. Merchant agrees to pay these fees and any increase in interchange fees. If not covered by the Schedule Of Fees, any additional fees due to a transaction not qualifying for the lowest interchange fee shall be paid by Merchant.

23. Severability. If any part of this Agreement is held unenforceable or invalid or prohibited by law, said part shall be deemed stricken therefrom and this Agreement shall be read and interpreted as though said part did not exist, and shall not affect the validity or enforcement of any other provision.

25. Entire Agreement. This Agreement, including the Application and all other documents executed in conjunction herewith, constitutes and expresses the entire agreement and understanding between the Merchant, Bank and EMS with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, by Bank, EMS or its sales representative, whether expressed or implied, oral or written. Neither this Agreement nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by a writing specifically identified as such and signed by the duly authorized representatives of Bank and EMS. This Agreement is not effective and may not be modified in any respect without the express written consent of Bank.

27. Disputes, Governing Law, Jurisdiction, and Venue. Bank and EMS shall have the absolute right to initiate or defend any and all disputes arising from this Agreement with Merchant. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of a claim by Bank and/or EMS for the failure of a Merchant to pay any Chargebacks, fees, settlement costs or other amounts due hereunder, Merchant agrees that personal jurisdiction and venue of any such claim shall lie in the federal or state courts of Cuyahoga County, Ohio, and Merchant and any guarantors of Merchant's obligations and duties hereunder do each hereby waive all objections to said jurisdiction and agree to submit thereto. Each party is responsible to its own costs and expenses, except that Merchant shall be liable for all costs and expenses of Bank and EMS (including attorneys fees in connection with the enforcement of this Agreement), as a result of any breach or the collection of any sums due to Bank or EMS hereunder (including bankruptcy).

29. Compliance and Disclosure of Information; Patriot Act. Merchant shall provide such information and certifications as Bank and EMS may reasonably require from time to time to determine Merchant's compliance with the terms and conditions of this Agreement and the Rules. Merchant further agrees to produce and make available for inspection by Bank, EMS or its officers, agents or representatives, such books and records of Merchant as Bank or EMS may deem reasonably necessary to be adequately informed of the business practices and financial condition of Merchant, or the ability of Merchant to observe or perform its obligations to Bank and EMS pursuant to this Agreement. Merchant further agrees to provide to Bank or EMS within seven (7) days of notice such information as Bank or EMS may request including but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as Bank or EMS may request. Merchant grants to Bank and EMS continuing authority to conduct credit checks and background investigation and inquires concerning Merchant and its owner(s) and, but not limited to, character and fitness references that the financial condition of Merchant and Merchant's owner(s). Merchant expressly authorizes Bank, EMS or its agents and representatives to provide and receive such information from any and all third parties without further consent or approval on the part of Merchant. Bank and EMS may, in its sole discretion, use any and all information so obtained by it to conduct its business or to sell, or merge with, or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone or mail order without providing notice to Bank or EMS and providing Bank or EMS with the opportunity to terminate this Agreement. Merchant acknowledges that Bank has implemented a customer identification program as required under the USA Patriot Act and other similar state laws and regulations. Merchant agrees to make available to Bank and/or EMS such information as may be required by Bank in connection with its customer identification program and/or as required under the USA Patriot Act and related state laws and regulations.

31. Survival. All representations, warranties and covenants shall survive the termination of this Agreement.

32. Construction. The captions contained in this Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Agreement.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.

34. Schedule of Fees. Incorporated herein by reference is a Schedule of Fees that contains the Discount Fee, Transaction Fees, and other terms and conditions in effect on the commencement date of this Agreement. Bank and EMS reserve the right at all times to unilaterally change all or part thereof or any other terms of this Agreement in accordance with Sections 19, 21 or 30.

35. Exclusive Agent. For purposes of this Agreement and performance of the Services by EMS, (i) EMS is the exclusive agent of Bank, (ii) Bank is at all times and entirely responsible for and in control of EMS's performance hereunder, and (iii) Bank must approve, in advance, any fee to or obligation of Merchant arising from or related to performance of this Agreement.

36. Default Interest Rate. Merchant agrees that all amounts due and payable by Merchant to Bank or EMS under this Agreement shall accrue interest at the rate of one and one-half percent (1.50%) per month, or the maximum interest rate permissible under law, whichever is lesser, beginning as of date due and continuing following any judgment obtained by Bank or EMS against Merchant until paid in full.

37. Financial Accommodation. The acquisition, processing and settlement of Transactions is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assigned or enforced and Bank and EMS shall be excused from performance hereunder.

This Agreement shall be effective only upon acceptance and signature by Bank and EMS. Any application fee paid to Bank or EMS is nonrefundable whether or not Merchant and this Agreement are accepted by Bank and EMS.

ELECTRONIC MERCHANT SYSTEMS

ELECTRONIC MERCHANT SYSTEMS

Print Merchant Name

Print Officer Name	Signed By	Date
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Signed By _____ Date _____



MOTO Profile

Mail Order/Telephone Order Merchant Profile

10/01

Officers and owners of merchant warrant that the information contained in this profile is true and accurate and considered a part of the Merchant Application and Agreement. Merchant understands that any variances in this information may result in the withheld settlement of funds or termination of the Merchant Agreement.	What methods are used to market your products? Please include copies of any ads or direct mail pieces being used. For mail order sales, please include an example of the product order form that includes the credit card account number information, cardholder signature and shipping address information. <input type="checkbox"/> Catalog <input type="checkbox"/> Newspaper Ad <input type="checkbox"/> Brochures <input type="checkbox"/> Internet <input type="checkbox"/> Sales Reps <input type="checkbox"/> Magazines <input type="checkbox"/> Cold Calls <input type="checkbox"/> Phone Book <input type="checkbox"/> Referrals <input type="checkbox"/> Other	For Telephone order sales, where does the cardholder call to place the order and who records the credit card account number information and authorizes the sale? <input type="checkbox"/> Merchant Staff <input type="checkbox"/> Third party Call Center:
Merchant Name		Company Name
Signature and Title		Address
Address		City, State, Zip Code
City, State, Zip Code	Where is the product inventory housed and maintained? <input type="checkbox"/> Merchant location described in application <input type="checkbox"/> Merchant warehouse located at: <input type="checkbox"/> Third party warehouse:	Telephone: _____ Contact Name: _____
Date		Who is responsible for issuing customer refunds? <input type="checkbox"/> Merchant Staff <input type="checkbox"/> Third Party
Please describe in detail the product(s) or service*(s) being marketed when using credit cards.		
		Company Name
*Service at C/H's Site <input type="checkbox"/> YES <input type="checkbox"/> NO	Company Name	Address
How is merchandise/service available to the cardholder? <input type="checkbox"/> Delivery/Carrier Service <input type="checkbox"/> Flea/Tradeshows <input type="checkbox"/> Customer Pickup <input type="checkbox"/> On-Line <input type="checkbox"/> Merchant's Vehicle Delivers <input type="checkbox"/> U S Postal <input type="checkbox"/> At C/H's Establishment <input type="checkbox"/> Other _____	Address	City, State, Zip Code
	City, State, Zip	Telephone: _____
	Telephone: _____	Contact Name: _____
	Contact Name: _____	Does the merchant use a fulfillment company to warehouse and ship their product? <input type="checkbox"/> No <input type="checkbox"/> Yes
Does the merchant charge a restocking fee? Include any published information pertaining to restocking fees. <input type="checkbox"/> NO <input type="checkbox"/> YES	Who is responsible for providing customer service? <input type="checkbox"/> Merchant Staff <input type="checkbox"/> Third party Call Center	
	Company Name	Company Name
What is the merchant's refund and return policy? Include any published information.	Address	Address
	City, State, Zip Code	City, State, Zip Code
	Telephone: _____	Telephone: _____
	Contact Name: _____	Contact Name: _____