

**Merchant Documentation Required** 

#### PAYSAFE MERCHANT SERVICES CORP. **Merchant Application**

135 Crossways Park Dr. North Suite A100 Woodbury, NY USA 11797 Merchant Services Division Tel (800) 267-2256

Please read this entire document. Complete every section that applies to you based on the instructions provided. This application must be signed and dated.

•	For all merchants processing \$50,000 or less monthly		
	Signed and completed merchant application form with personal guarant	cee	
	Void check showing legal name and company address/letter from financiatric check	cial institution confirming bank details, or deposit slip and	
	Articles of incorporation		
	Completed MOTO/Internet Questionnaire		
	If applying for e-commerce, website must be fully functional and must of Refund Policy, Terms and Conditions, Privacy Policy, Shipping Policy, Cu description of goods/services sold. You must also include a non-expiring	rrency of Transaction, Contact Information and a complete	
	501(c) for non-profit organizations, if not available online		
	If MOTO, copies of any brochures, ads, or catalogs, as applicable, and a not limited to target market, advertising, description of goods and service are placed, processed, and fulfilled		
•	For merchants processing over \$50,000 a month, the following a	additional information is required:	
	Three consecutive months' processing statements dated within the last	90 days	
	Most recent financials or corporate tax returns		
	Two (2) years of personal financial statements and tax returns for all pr	rincipals (only for sole proprietorship or partnership)	
PLE	ASE NOTE:		
•	Each item listed above is required before your application can be accept Once the application has been completed and signed and the required d package to:		
	•		
NOTES	/EXCEPTIONS: This section is reserved for Sales Representative	e use only.	
	Bank Disclosure		
Member 1 (800) 328	Bank Information: Merrick Bank, 135 Crossways Park Drive North, Woodbury, NY 11797	Merchant Information: Refer to Merchant Application Important Merchant Responsibilities:	
<b>Importar</b> 1. Merric	t Bank Responsibilities: It Bank is the only entity approved to extend acceptance of Visa & MasterCard products	<ol> <li>Ensure compliance with cardholder data security and storage requirements.</li> </ol>	
<ol><li>Merrio</li></ol>	ly to a Merchant. ik Bank is responsible for educating Merchants on pertinent Visa & MasterCard Network with which Merchants must comply.	Review and understand the terms of the Merchant Agreement.     Maintain fraud and chargebacks below thresholds.     Comply with the Network Rules.	
<ol><li>Merrio settle</li></ol>	k Bank, not the ISO, must hold, administer and control all reserve funds derived from	••	
5. Merri	k Bank must be a party to the Agreement.	angure the Marshart understande operations while the second	
and that M	nsibilities listed above do not supersede terms of the Merchant Agreement and are provided to lerrick Bank, as the member bank, is the ultimate authority should the Merchant have any pro	ensure the Merchant understands some important obligations of each party blems.	
Merchant's	Signature:		

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Merrick Bank

Business Information								
Merchant Name (DBA or Trade Name)				Corporate Legal Name (If different)				
Location Address				Corporate Address (If different)				
City St	ate Country	Z	Zip	City	Sta	ate Coun	ntry	Zip
Contact Name			Contact Email					_
Contact Telephone #			Contact Fax #	Customer Service #				
Technical Contact Telephone #			Technical Contac	t Email Address				
Federal Tax #	Information to Appear	r on Cardholder's Statem		including phone number	and spaces)	Company Web Sit	e	
	Dusiness Name	Fully Describe the Pro			-	(п аррпсавіе)		
Years In Business								
Years Processing (If different)								
Ownership	ndividual/Sole Proprietor Non-Profit (Must provide			□ Private	Merchant Typ	De Internet I		r Public Sector
PRINCIPALS/BENEFICIAL OWN	ERS							
Principal/Beneficial Owner #1								
First Name						% Ownership	)	
Driver's License							7in	
Home Phone							Ζιμ	
		cen i none		Ema				
Principal/Beneficial Owner #2 First Name	Middle	Last Name		SSN		% Ownershir	1	
Driver's License						70 OWNERSHIP	,	
Home Address						try	Zip	
Home Phone		Cell Phone		Ema				
Principal/Beneficial Owner #3								
First Name	Middle	Last Name		SSN		% Ownership	0	
Driver's License	Title	[	Date of Birth (dd/m	m/yy)				
Home Address		City_		State	Count	try	Zip	
Home Phone		Cell Phone		Ema	il Address			
Principal/Beneficial Owner #4								
First Name						% Ownership	)	
	Title							
Home Address		City_				•	·	
Home Phone		_ Cell Phone		Ema	III Address			
Controlling Position/Beneficial		Last Name		CCN		Cartan III and T	<b></b> v	<b>-</b>
First Name Driver's License						Controlling Ir	nterest 🗖 Yes	□ No
Home Address	Title	City_			Count	trv	7in	
Home Phone		•					·	
Have Merchant or Owners/Principals Ever Had a Processing Agreement Terminated by a Bank? No Yes Reason for Termination								
Have Merchant or Owners/Principals Ever Filed For 🔲 Business Bankruptcy 🔲 Personal Bankruptcy If Yes, Indicate Year								
Depository Bank Account Information  Account Type  Chequing  Routing #								
Attach VOID check for account following reference information, you					☐ Chequing ☐ Savings	9		
Key Supplier References (List two	contacts below)							
Trade		Name			C	Contact #		
Trade		Name			C	Contact #		



Inspector Name \_

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EQUIPMENT / PAYMENT APPLICATION SOFTWARE INFORMATION						
Complete section below if you will be using a POS processing terminal or a pa	yment application softwar	e				
Equipment Status Purchase Customer Owned  Quantity Equipment Type (Terminal, PIN Pad, Software, etc.)	Unit Price w/o Tax	Payment Application Version Number	Model Code and Name or Payment Application Name			
Dial Access Code ☐ 9 ☐ 8 ☐ None ☐ Other (Specify)	Processor/Network T	SYS/Vital	Other (Specify)			
Training From: Paysafe Sales Rep Best Time to Call a.m./p.m. ET	Additional Comments(Please provide details if you are	using an integrated POS system, including the version	on of the payment application in use.)			
CA	RD ACCEPTANCE					
Does This Location Currently Take Payment Cards?						
Method of Card Acceptance (Total must equal 100%)  Credit Card Swiped% MOTO% Internet%  If MOTO or Internet, will you be using a non-Paysafe Gateway?  If so, please name:	Highest Ticket Amount	Average Ticket Amount	Monthly Payment Card Volume			
Other Cards Accepted (Indicate account number for existing accounts below)  American Express	Do You Need the Ability to Process Recurring Transactions?					
Sı	TE INSPECTION					
Merchant						

Inspection Date \_

Signature \_

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Schedule A - Pricing						
Blended Discount Rates	Ecommerce/ MOTO	Retail	Per Transaction Fees	Ecommerce/ MOTO	Retail	
Visa/MC/Discover Qualified <sup>1</sup>	%	%	Visa/MC/Discover (These fees are for all submitted authorizations)	\$	\$	
Visa/MC/Discover Mid-Qualified <sup>2</sup>	%	%	Visa/MC/Discover MID-Qualified <sup>3</sup>	\$	\$	
Visa/MC/Discover Non-Qualified <sup>4</sup>	%	%	Visa/MC/Discover Non-Qualified <sup>5</sup>	\$	\$	
Visa/MC/Discover Bundled Rate <sup>6</sup>	%	%	Amex	\$	\$	
Amex Bundled Rate <sup>6</sup>	%	%	Debit/AMT (PIN Based)	NA	\$	
Offline/Debit Card	NA	%	EBT	NA	\$	
Assessments	Pass-through	Pass-through	3D Secure	\$	NA	
Set-up Fees	Ecommerce/ MOTO	Retail	Other Fees (If applicable)	Ecommerce/ MOTO	Retail	
Application (Non-refundable)	\$	\$	Per Chargeback	\$	\$	
Recurring Billing Setup	\$	NA	Per Chargeback Reversal	\$	\$	
Mobile POS Comm. Service Setup	NA	\$	Per Retrieval Request	\$	\$	
Amex Application Handling	\$	\$	Per Authorization	NA	\$	
Monthly Fees	Ecommerce/ MOTO	Retail	Per Voice Authorization	NA	\$	
Account Maintenance	\$	\$	Per ACH	\$	NA	
Online Reporting	\$	\$	Per failed ACH	\$	NA	
Minimum Processing	\$	\$	Per Transaction Address Verification Service	\$	\$	
Secure Gateway	\$	\$	Per Secure Gateway Transaction	\$	NA	
Recurring Billing	\$	NA	Per Mobile Terminal Transaction	NA	\$	
Statement	\$	\$	Per Transaction Batch	NA	\$	
Mobile Terminal Service	NA	\$	Annual Membership	\$	\$	
Paysafe Merchant Club	NA	\$	Annual Equipment Warranty	NA	\$	
Discount Fee for Monthly Charges	NA	%	MCP fee for processing currency			
Website Monitoring	\$	NA	Specify currency(ies):	5%	5%	
High Risk Monitoring	\$	NA				
			Other, Specify:	\$	\$	
Automated Billing Updater Fees		Special Terms:				
Merchant Enrollment	\$		1			
Monthly	\$					
Per Match	\$					
Per Record submitted in a Query File	\$					

¹Value represents the qualified rate applied to all transactions
²Value is applied above true interchange, assessments and bank costs for Mid-Qualified transactions, unless indicated by checking this box, in which case it is charged in addition to the "Qualified transactions
³Charged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Mid-Qualified transactions
⁴Value is applied above true interchange, assessments and bank costs for Non-Qualified transactions, unless indicated by checking this box, in which case it is charged in addition to the "Per Visa/MC/Discover Transactions Fee" for any Non-Qualified transactions
³Charged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Non-Qualified transactions
⁵Value represents discount rate to be charged on all transactions, regardless of qualification level

### SCHEDULE B - CARD, SERVICE AND EQUIPMENT/SOFTWARE

Merchant has the option of accepting MasterCard credit cards, Visa credit cards, American Express credit cards, credit cards issued by the Discover® Network, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by the Discover Network.

As of the date of this Agreement, Merchant has requested and Bank has approved Merchant's use of the following services:

- Authorization services for Visa, MasterCard, Discover, American Express, Diners Club, and JCB
- Transaction processing services for Visa, MasterCard, and Discover
- Cardholder Address Verification

Merchant hereby authorizes Paysafe Merchant Services Corp. to apply for American Express merchant accounts on their behalf. Merchant shall be subject to the respective terms and conditions (including but not limited to fees and charges) of the American Express agreements related to the processing of those card brands. The services provided by the Authorization Center will be available to Merchant 24 hours a day, 7 days a week. Every effort will be made to keep the system operational except for normal maintenance, which will occur during normally off-peak hours.

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Principal #2

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### SCHEDULE C - RESERVES, SECURITY DEPOSIT, AND TRANSACTION SETTLEMENT RESERVES Following the seventh (7th) month of operation (and every month thereafter) the reserves generated from the first (1st) month of operation (and every month thereafter) will be forwarded to the Merchant. of the 7th month, rather than repaid each month. The amount of the Reserve Account shall be amended if the percentage of Chargebacks exceeds 1% of overall processing volume. TRANSACTION SETTLEMENT Transactions will be settled \_ \_\_\_ (e.g., X times per week) and \_\_\_\_\_ days (business $\square$ or calendar $\square$ – check one) in arrears. MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE Capitalized terms not defined in this Acceptance Section have the meanings set forth below in the Terms and Condition. 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 that will allow us to identify you. We may also ask to see your driver's license or other identifying documents By executing this Merchant Application ("Application") on behalf of the merchant described above ("Merchant"), the undersigned authorized individual(s) each, jointly and severally, represents, warrants, acknowledges, and agrees that: (i) All information supplied by the Merchant to ISO and Merrick Bank Corporation ("BANK") and contained in this Application is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually and to bind the Merchant to the terms of this Application, the Guaranty and the Terms and Conditions set forth at <a href="https://www.support.cotimalpayments.com/repositors/payments.com/repositors/agreements/Merrick.Terms.and.conditions.pdf">https://www.support.cotimalpayments.com/repositors/payments/payment As provided in Section 4.01 of the Terms and Conditions, the term of this Agreement shall be three (3) years; Merchant may terminate this Agreement, in accordance with the procedures of Section 4.01, without cause or penalty within 45 days after the Agreement becomes effective, after which time termination or abandonment of the Agreement without cause may result in assessment of Early Termination Fees. The Merchant acknowledges that this Application is being submitted to BANK, as the member bank of the Card Networks, by Paysafe Merchant Services Corp. ("ISO") which shall be a party to this Agreement. The Merchant acknowledges that ISO and Bank will rely on the representations and warranties set forth in this Agreement and unless otherwise specified or prohibited by the Network Rules or Law, ISO will have all the rights of BANK under this Merchant Application and Agreement. \*In the event that an individual listed on this application is a Canadian resident, Paysafe Merchant Services Inc. shall have the authority to make any inquiries with any third party we consider necessary to confirm your registration with us. This includes your authorization to order a credit report and verifying the information you provide against third-party databases. In the case of US residents, Paysafe Merchant Services Corp. shall Merchant Bank Principal #1 \_ Title \_ Title Ву Name Date \_ Principal Name

### **CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR**

TSO

Ву Name

Capitalized terms not defined in this Guaranty have the meanings set forth below in the Terms and Condition.

By signing above Merchant further acknowledges that they have read, understand and agree to be bound by the terms of PCI Compliance as described on this site: www.visa.com/cisp. ■ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

Capitalized terms not defined in this Guaranty have the meanings set forth below in the Terms and Condition.

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ISO and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This Guaranty means, among other things, that ISO or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant or any reason, including, without limitation, the initiation of bankruptcy proceedings; (2) either ISO or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor, (3) ISO or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement, as applicable; (4) any Law affects the rights of either ISO, or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ISO and BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ISO or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ISO and BANK endease and many payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any

Principal #1		Principal #2	
Print Name	Date	Principal Name	Date

#### CERTIFICATION OF BENEFICIAL OWNER(S)

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a

An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30c equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned \_\_\_\_\_\_, certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.

ignature:	Date:	
•		

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Merrick Bank

	MOTO/INTERNE	T QUESTIONN	AIRE	
1. Will you accept payment for product	s/services on your Web site?   Yes	□ No □ I do not h	nave a Web site.	
If No, go to 2. Otherwise, provide th	ie name of your SSL provider (e.g.,	Verisign, Thawte, E	ntrust, Other – specify)	
2. What % of your products/services w	ill be sold/delivered in the following	markets (total mus	t equal 100%)?	
North America% Europe	% Other Markets%			
3. What percentage do you sell to	Business% Consumers _	%		
4. Briefly outline your return policy. □			urns Other (Please Specify) _	
If No Returns, why are refunds not p	orovided?		(If no refunds, go to	9)
5. What percentage of refunds (to your				
6. Do you refund 100% of the purchase	e price?  Yes  No If No, please	provide further det	ails.	·
7. Describe in detail products/services				
8. When do you charge the customer?				
9. In the case where a product is shipp			erv receipt requested? 🗆 Yes 🗆	No
10. Please state the normal "turnaroun	·		, , ,	
11. Do you take advance deposits (a pe	•			
,	paid as a deposit?%		•	
12. Where is your product warehoused		•		
13. Do you own the product/inventory			.y State	C/ Z1P
14. Are there any other companies invo		lling the service or n	product or the hilling of the cust	omor? TVos TNo
, ,	hey do? Use separate sheet if necessary.		roduct of the billing of the cust	omer: = res = No
15. How do you advertise? (Catalogs, r	,			
16. Who enters credit card information	- · · · · · · · · · · · · · · · · · · ·			
17. Is your processing seasonal (mild f	fuctuations can be answered as INO	)? Li Yes Li No Ir	res, please check the busiest m	iontns.
Jan 🗖 Feb 🗖 Mar 🗖 Apr	☐ May ☐ June ☐ July ☐	Aug □ Sept □	Oct Nov Dec	
18. Do you take payments for member	shins subscriptions or nackages?	□ Yes □ No If Yes	nlease provide the usual break	down of transactions
(by % of total sales) and their resp		- 1es - 110 11 1es,	picase provide the asaar break	tuowii oi transactions
Membership/Subscription Period	Package (e.g., 10 credits or 5 passes)	Price Point	Percentage of Sales	
Weekly				
Monthly   Overtorly				
Quarterly  Six-Monthly				<del>-</del>
Annually				
Other				
19. If packages or memberships are so	ld, what is the average amount of t	ime it takes a custo	mer to use up their package? $\_$	
20. If memberships or subscriptions ar	e sold, how do you manage the recເ	urring payments?	Paysafe's RB Module 🛮 Other	
21. Are you using a 3rd party provider	to manage your chargebacks? $\square$	res □ No		
If Yes, what is the name of the cor	npany?			
22. Do you want to capture the Consur	ner Billing Address (AVS) on any of	your transactions?	☐ Yes ☐ No	
a) If Yes, in the case where there is the appropriate decision? ☐ Decline		decline the transac	tion or send you the response s	so that you can make
23. Do you want to capture the Card V	alidation Value (CVV) from the back	of the card on any	of your transactions?	<b>J</b> No
a) If Yes, we will decline the transac	tion if the CVV value does not matc	h.		
24. Do you currently perform Verified b	y Visa or MasterCard SecureCode v	vith any of your tran	sactions?	
a) If No, are you interested in imple	menting this fraud mitigation tool th	nrough Paysafe? 🛚	Yes □ No	
25. Would you like to accept mobile/dig	gital wallet payment methods?	Yes □ No		
a) If Yes, please indicate which serv	ice(s) you require:   Apple Pay	☐ Google Pay		

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