

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	ee						
	Void check showing legal name and company address/letter from financistarter check	ial 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, Curdescription of goods/services sold. You must also include a non-expiring	rency 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	dditional 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	incipals (only for sole proprietorship or partnership)						
PLI	EASE NOTE:							
•	Each item listed above is required before your application can be accepted. Once the application has been completed and signed and the required depackage to: •							
	•							
NOTES	/EXCEPTIONS: This section is reserved for Sales Representative	use only.						
	BANK DISCLOSURE							
Member (800) 328	Bank Information: Merrick Bank, 135 Crossways Park Drive North, Woodbury, NY 11797	Merchant Information: Refer to Merchant Application Important Merchant Responsibilities:						
Ìmporta 1. Merri	nt Bank Responsibilities: ck Bank is the only entity approved to extend acceptance of Visa & MasterCard products	Ensure compliance with cardholder data security and storage requirements.						
Merri	ly to a Merchant. k 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.						
Merri settle	ck Bank, not the ISO, must hold, administer and control all reserve funds derived from ment.							
5. Merri	ck Bank, not the ISO, must hold, administer and control settlement funds for the Merchant. ck Bank must be a party to the Agreement.							
The respo and that N	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	s Signature:	_ Date :						

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Woodbury, NY USA 11797
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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 State Country z	Zip	City	Stat	e Country	Zip		
Contact Name	Contact Email						
Contact Telephone #	Contact Fax #			Customer Service #			
Technical Contact Telephone #	Technical Contact	Email Address					
Information to Appear on Cardholder's Statem Federal Tax # Business Name				Company Web Site (If applicable)	_		
Years in Business Fully Describe the Pro	duct or Service Beir	ng Offered					
Years Processing (If different)							
Ownership	Publicly Traded	□ Private	Merchant Type	e □ Internet □ Mail, □ Utility □ Lodgin			
PRINCIPALS/BENEFICIAL OWNERS							
Principal/Beneficial Owner #1							
First Name Middle Last Name Driver's License Title I				% Ownership			
Home Address City				y	Zip		
Home Phone Cell Phone							
Principal/Beneficial Owner #2							
First Name Middle Last Name _		SSN		% Ownership			
Driver's License Title [Date of Birth (dd/mr	m/yy)					
Home Address City_					_ Zip		
Home Phone Cell Phone		Ema	il Address				
Principal/Beneficial Owner #3 First Name Last Name		CCN		0/ 0			
Driver's License Title Last Name				% Ownership			
				у	_ Zip		
Home Phone Cell Phone							
Principal/Beneficial Owner #4							
First Name Last Name		SSN		% Ownership			
Driver's License Title [Date of Birth (dd/mr	m/yy)					
Home Address City_		State	Countr	у	_ Zip		
Home Phone Cell Phone		Ema	il Address				
Controlling Position/Beneficial Owner							
First Name Last Name				Controlling Interest	t 🗖 Yes 🔲 No		
Driver's License Title [71.		
Home Address City Home Phone Cell Phone							
Have Merchant or Owners/Principals Ever Had a Processing Agreement Terminated	l 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							
Attach VOID check for account listed. Name on check must match legal or following reference information, you are authorizing Bank to initiate ACH debit & ct	DBA name. By proredit transactions to	viding the said account.	☐ Savings				
Key Supplier References (List two contacts below)							
Trade Name			Co	ontact #			
Trade Name			Co	ntact #			



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EQUIPMENT / PAYMENT APPLICATION SOFTWARE INFORMATION							
Complete section below if you will be using a POS processing terminal or a payment application software							
Equipment Status Purchase Lease Customer Owned	Quantity	Equipment Type (Terminal, PIN Pad, Software, etc.)	Unit Price w/o Ta	x Payn	ment Application Version Number	Model Code and Name or Payment Application Name	
Dial Access Code ☐ 9 ☐ 8 ☐ N	ione 🗖 Ot	:her (Specify)	Processor/Network				
Training From: Paysafe Sa	ales Rep Be	est Time to Call a.m./p.m. ET	Additional Comments (Please provide details if you are using an integrated POS system, including the version of the payment application in use.)				
		CA	RD ACCEPTAN	CE			
Does This Location Currently Ta	ake Payment	t Cards?					
Will You Be Keeping Your Accou		No Yes					
Reason for Leaving Current From	.essui						
Method of Card Acceptance (To Credit Card Swiped% If MOTO or Internet, will you be If so, please name:	% Internet% n-Paysafe Gateway?	Highest Ticket Amou		Average Ticket Amount	Monthly Payment Card Volume \$		
Other Cards Accepted (Indicate	account nur	mber for existing accounts below)					
American Express Apply	or Exist	zing			Do You Need the Ability to Process Recurring Transactions?		
Other			□ No □Yes				
SITE INSPECTION							
Building Type Shopping Center Office Building Center Doffice Building Center	Based upon your review, does the Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business?					es	
By signing here, inspector is certifying he/she has visited the location and information provided is true and correct to the best of his/her knowledge:							
Inspector Name		Inspectio	on 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 ¹	%	%	Visa/MC/Discover (These fees are for all submitted authorizations)	\$	\$		
Visa/MC/Discover Mid-Qualified ²	%	%	Visa/MC/Discover MID-Qualified ³	\$	\$		
Visa/MC/Discover Non-Qualified ⁴	%	%	Visa/MC/Discover Non-Qualified ⁵	\$	\$		
Visa/MC/Discover Bundled Rate ⁶	%	%	Amex	\$	\$		
Amex Bundled Rate ⁶	%	%	Debit/AMT (PIN Based)	NA	\$		
Offline/Debit Card	NA	%	ЕВТ	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	\$						
Monthly	\$						
Per Match	\$						
Per Record submitted in a Query File	\$						

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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, Master-Card 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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^{*}Value represents the qualified rate applied to all transactions

Value 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"

Charged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Mid-Qualified transactions

Value 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 "Qualified Rate" for any Non-Qualified transactions

Scharged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Non-Qualified transactions

Scharged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Non-Qualified transactions

Walue represents discount rate to be charged on all transactions, regardless of qualification level



Principal #1 _ Print Name

PAYSAFE MERCHANT SERVICES CORP. Merchant Application

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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. Unless otherwise required by Bank, the amount of the Reserve Account shall be _% of the total of all approved and settled Transactions, over the previous six (6) month period, unless increased in accordance with Section 3.05 and this Schedule. In the event of termination, all reserves shall be held until the beginning 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 www.paysafe.com/fileadmin/content/agreements/Merrick Terms and Conditions, pdf, as may be amended from time to time (collectively, the "Agreement"); (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the BANK, and BANK and ISO will rely on the information provided herein in its approval process and in settling the applicable Discount Rate, approved Average Ticket, and approved Monthly Card Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application;* (v) BANK will determine all rates, fees and charges and notify the Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction, the Merchant agrees to pay such fees in accordance with the terms of the Agreement, (vi) The Agreement, and the Merchant agrees to be bound by the terms of the 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 __ Title _ Title Principal #1 Ву Date Principal Name Name TSO Principal #2 Ву 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. CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR Capitalized terms not defined in this Guaranty have the meanings set forth below in the Terms and Condition. 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 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 for any reason, including, without limitation, the initiation of bankruptcy obligation under the Merchant Agreement, as applicable; (4) any Law affects the rights of either ISO, Merchant, or 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 ender hay delay enforcing any of its rights under this guaranty without losing such rights; (b) ISO and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from the Merchant or any other Guarantor or the four such a guaranty without losing such rights; (b) ISO and BANK each and demand 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 will pay all court costs, attorney's fees, and collection costs incurred by either ISO or the

CERTIFICATION OF BENEFICIAL OWNER(S)

Principal #2

Principal Name

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 corporation); and

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 30% 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.

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Date

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Woodbury, NY USA 11797
Merchant Services Division .
Tel (800) 267-2256

Merrick Bank

	MOTO/Interne	T QUESTIONNA	IRE			
1. Will you accept payment for product		□ No □ I do not ha	ave a Web site.			
If No, go to 2. Otherwise, provide th	ne name of your SSL provider (e.g.,	Verisign, Thawte, En	trust, Other – specify)			
2. What % of your products/services w	ill be sold/delivered in the following	markets (total must	equal 100%)?			
North America% Europe	% Other Markets%					
3. What percentage do you sell to		%				
4. Briefly outline your return policy. □	Greater than 30 Days □ Less than	30 Days □ No Retur	ns 🗖 Other (Please Specify)			
If No Returns, why are refunds not p	provided?		(If no refunds, go to 9))		
5. What percentage of refunds (to your	total monthly sales) is usual?	%. How many o	days does a refund usually take?	days		
6. Do you refund 100% of the purchase						
7. Describe in detail products/services	sold, including pricing. Use separate shee	et if necessary.				
8. When do you charge the customer?	☐ Shipment/Completion of Service	e 🗖 Order				
9. In the case where a product is shipp	ed, is the shipment traceable? \square Ye	es □ No Is a deliver	y receipt requested? Yes N	0		
10. Please state the normal "turnaroun	d time" from when you receive the	order to the custome	r receiving the goods/services	days		
11. Do you take advance deposits (a p	ercentage of the full value or a fixed	l part-payment paid i	n advance)? □ Yes □ No	•		
If Yes, what % of the final price is	paid as a deposit?%	What fixed deposit	is taken? \$			
12. Where is your product warehoused		•		Zip		
13. Do you own the product/inventory						
14. Are there any other companies invo		ling the service or pr	oduct or the billing of the custor	ner? 🗆 Yes 🗖 No		
	hey do? Use separate sheet if necessary.					
15. How do you advertise? (Catalogs, r	·					
16. Who enters credit card information						
17. Is your processing seasonal (mild f	· ·					
				iciis.		
Jan 🗖 🛮 Feb 🗖 Mar 🗖 Apr	□ May □ June □ July □	Aug 🗖 Sept 🗖	Oct Nov Dec			
18. Do you take payments for member	ships, subscriptions, or packages?	☐ Yes ☐ No If Yes,	please provide the usual breakd	own of transactions		
(by % of total sales) and their resp	pective price points.			_		
Membership/Subscription Period	Package (e.g., 10 credits or 5 passes)	Price Point	Percentage of Sales			
Weekly]		
Monthly Quarterly				-		
Six-Monthly						
Annually Other				-		
				_		
19. If packages or memberships are so	· ·					
20. If memberships or subscriptions ar			Paysare's RB Module 🔟 Other _			
21. Are you using a 3rd party provider	<i>5</i> ,					
	mpany?					
22. Do you want to capture the Consur						
a) If Yes, in the case where there is the appropriate decision? □ Declin	· · · · · · · · · · · · · · · · · · ·	decline the transact	on or send you the response so	that you can make		
23. Do you want to capture the Card $\mbox{\em V}$	alidation Value (CVV) from the back	of the card on any o	f your transactions? 🛮 Yes 🗖 I	No		
a) If Yes, we will decline the transac	tion if the CVV value does not match	h.				
24. Do you currently perform Verified by Visa or MasterCard SecureCode with any of your transactions?						
a) If No, are you interested in imple	menting this fraud mitigation tool th	nrough Paysafe? 🗖	∕es □ No			
25. Would you like to accept mobile/digital wallet payment methods? ☐ Yes ☐ No						

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a) If Yes, please indicate which service(s) you require: ☐ Apple Pay ☐ Google Pay