

MERCHANT PAYMENT CARD APPLICATION/AGREEMENT
PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY
Representative Name _____ **#** _____ **Sales Office #** _____ **Phone #** _____

| | | | | | |
|--|--|--|---|---|--|
| GENERAL INFORMATION | Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name) | | Doing Business As Name: | | |
| | Federal Tax ID Number (TIN) / Employer Identification Number (EIN): _____ | | Social Security Number (SSN): (for Sole Proprietorships only) _____ | | |
| | Important Notice: Failure to provide accurate Legal Business Name, TIN, EIN and/or SSN may result in a withholding of merchant funding per IRS regulations. | | | | |
| | Business Address: (no P.O. Boxes) | | City/State/Zip: _____ / _____ / _____ | | |
| | Mailing Address: | | City/State/Zip: _____ / _____ / _____ | | |
| | Business Phone: | | Customer Service Phone: | | |
| Contact Name: (First) _____ (Last) _____ | | # of Locations: _____ | | Time in Business: _____ Years: _____ Months: _____ | |
| Business E-Mail: | | Business Website: <input type="checkbox"/> Yes (provide website address below) <input type="checkbox"/> No Website | | | |

| | | | | | | | | |
|-----------------------------|--|--|--|--|--|--|--|--|
| BUSINESS INFORMATION | Retail Swiped % _____ Retail Keyed % _____ Internet % _____ Mail Order % _____ TOTAL % 100 | | Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Convenience <input type="checkbox"/> Petroleum Pay Clerk <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food <input type="checkbox"/> Cash Advance/Banks Only <input type="checkbox"/> Internet <input type="checkbox"/> Utility <input type="checkbox"/> Petroleum Pay at Pump <input type="checkbox"/> Business to Business: B-2-B % B-2-C % | | Type of Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Gov't. <input type="checkbox"/> Corp. <input type="checkbox"/> Legal/Medical <input type="checkbox"/> Trust Estate <input type="checkbox"/> LLC <input type="checkbox"/> Corp. Assoc. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Other (specify): _____ | | Business Location: <input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Other (specify): _____ | |
| | Method of Marketing: (attach examples) <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine/Catalog <input type="checkbox"/> Direct Mail <input type="checkbox"/> Internet <input type="checkbox"/> TV/Radio <input type="checkbox"/> Outbound Telemarketing | | Mail, Telephone or Internet Sales: Who performs product/service fulfillment? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House Vendor/Fulfillment House Information: Name: _____ Address: _____ Phone: _____ | | Does Merchant use third party to store, process or transmit cardholder data? Yes <input type="checkbox"/> No <input type="checkbox"/> Third Party Information: Name: _____ Address: _____ Phone: _____ Software Used by Third Party: _____ | | | |
| | <input type="checkbox"/> Seasonal Merchant Months Merchant will process: _____ | | Customer Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other (specify): _____ | | Number of Days Until Product/Service is Delivered: _____ MasterCard®/Visa®/American Express®/Discover® sales transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment <input type="checkbox"/> Other (specify): _____ | | | |
| | Specific Type of Product(s)/Service(s) Sold: _____ | | | | | | | |

| | | |
|--|--|--|
| BANK DISCLOSURE | Member Bank Information: BBVA Compass Bank, P.O. Box 2210, Decatur, AL 35699• (877) 525-5113 | |
| | Important Bank 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. BBVA Compass Bank is responsible for and must provide settlement funds to the merchant. 4. BBVA Compass Bank is responsible for all funds held in reserve that are derived from settlement. 5. BBVA Compass Bank is responsible for educating merchants on pertinent VISA International Operating Regulations with which merchants must comply. | |
| | Important Merchant Responsibilities: | |
| 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. (You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html You may download "MasterCard Regulations" from MasterCard's website at https://www.mastercard.us/content/mccom/en-us/merchants.html .) 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 – BBVA Compass Bank – is the ultimate authority should the Merchant have any problems. Merchant Name: _____ Address: _____ Phone: _____ Agent/Salesperson Name: _____ Merchant Signature: _____ Title: _____ Date: _____ | | |

| | | | | | | | | | | |
|------------------|---|--|--|--|--|---|---|--|--|--|
| EQUIPMENT | <input type="checkbox"/> VeriFone <input type="checkbox"/> PAX <input type="checkbox"/> FD <input type="checkbox"/> Other: _____ Model: _____ | | <input type="checkbox"/> Card Reader Model: _____ | | <input type="checkbox"/> Check Reader Model: _____ | | <input type="checkbox"/> PIN Pad Model: _____ | | <input type="checkbox"/> Printer Model: _____ | |
| | Additional Terminals: _____ <input type="checkbox"/> Reprogram | | | | | | | | | |
| | Wireless: <input type="checkbox"/> GPRS <input type="checkbox"/> CDMA | | If Phone Code Needed For Dial Out, Please Enter Below: (i.e. "8", "9", etc...) Dial Code: _____ | | Terminal Automatic Close: <input type="checkbox"/> Yes <input type="checkbox"/> No Time: _____ AM <input type="checkbox"/> PM Time Zone: <input type="checkbox"/> Pacific <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Eastern | | Front-end: <input type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Buypass <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Payment Gateway: _____ Shopping Cart: _____ <input type="checkbox"/> Software: _____ Software Version: _____ | |
| | Download: Tips: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <input type="checkbox"/> Counter Tip (Before Sale) <input type="checkbox"/> Restaurant Tip (After Sale) | | | | | <input type="checkbox"/> Multi-Merchant/Main MID: <input type="checkbox"/> Ethernet/IP File Required | | | | |
| | Mobile Device Carrier*: | | | | | Cell Phone Number*: | | | | |
| | Manufacturer*: | | | | | Model*: | | | | |

*Information required in order to setup mobile device processing services.

PRINCIPALS / BENEFICIAL OWNERS (Individuals with 25% or more ownership)

PROCESSING HISTORY

SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)

| | | | | | |
|---|-------------|--|--------|--------------|-------------|
| Prin #1: Name: (First) (Last) | | Social Security Number: | | % Ownership: | Title: |
| Residential Address: | | Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | City: | | State: Zip: |
| How Long at This Address? Years: _____ Months: _____ | Home Phone: | Date of Birth: | Email: | | |
| Prin #2: Name: (First) (Last) | | Social Security Number: | | % Ownership: | Title: |
| Residential Address: | | Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | City: | | State: Zip: |
| How Long at This Address? Years: _____ Months: _____ | Home Phone: | Date of Birth: | Email: | | |
| Prin #3 Name: (First) (Last) | | Social Security Number: | | % Ownership: | Title: |
| Residential Address: | | Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | City: | | State: Zip: |
| How Long at This Address? Years: _____ Months: _____ | Home Phone: | Date of Birth: | Email: | | |
| Prin #4: Name: (First) (Last) | | Social Security Number: | | % Ownership: | Title: |
| Residential Address: | | Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | City: | | State: Zip: |
| How Long at This Address? Years: _____ Months: _____ | Home Phone: | Date of Birth: | Email: | | |
| Controlling Position: (First) (Last) | | Social Security Number: | | % Ownership: | Title: |
| Residential Address: | | Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | City: | | State: Zip: |
| How Long at This Address? Years: _____ Months: _____ | Home Phone: | Date of Birth: | Email: | | |

| | |
|--|--|
| Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who was your processor? _____ | Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____ |
| Former Merchant Number(s): _____ | Explanation for prior closure (attach additional pages if necessary): _____ |

| | | | |
|---|--|---|--|
| MCC/SIC: | Application Fee: \$ _____ | VISA / MC / Discover / American Express Transaction Fee: \$ _____ per transaction | FDR Help Desk Fee: \$ 3.50 each |
| Monthly Sales Processing Limit: \$ _____ | Customer Service / Statement Fee: \$ _____ per month | | FDR Asst. Service Fee: \$ 3.50 each |
| Average Ticket: \$ _____ | Plus Dues and Assessments | VISA / MC / Discover Settled Trans Fee: Credit: \$ _____ | ACH Return Item Fee: \$ 25.00 each |
| High Ticket: \$ _____ | VISA / MC / Discover Interchange plus _____% plus Dues and Assessments | Offline-Debit: \$ _____ | ACH Change Fee: \$ 25.00 each |
| Monthly Minimum Discount Fee: \$ _____ | American Express: Pass-Through Pricing plus _____% | American Express Settled Trans Fee: Credit: \$ _____ | Retrieval Request: \$ _____ each |
| Offline-Debit Discount Rates: | System Processing Fee: 0.500 % | EBT Fee: \$ _____ per transaction | Chargebacks: \$ _____ each |
| Qualified (Qual) Fee: _____% | PIN Debit Card Fees: | WEX / Voyager Transaction Fee: \$ _____ per transaction | Interchange Clearing Fee: 0.040 % |
| Mid-Qualified Fee: Qual plus _____% | Access Fee: \$ _____ per month | Plus Voyager Pass-Through Discount Rate | Business Information Verification Fee: \$ 0.00 |
| Non-Qualified Fee: Qual plus _____% | Network Fees plus _____% | AVS: \$ _____ per inquiry | Reserve Maint. Fee: \$2.50 per month (if applicable) |
| Credit Card Discount Rates: | Transaction Fee: \$ _____ per transaction | Batch Header: \$ _____ per batch | Regulatory Fee: \$ 3.50 per month |
| Qualified (Qual) Fee: _____% | VISA / MC / Discover Enhanced Recovery Reduced Rate: _____% | Voice Auth: \$ _____ each | Regulatory Non-Compliance Fee: \$ 14.95 per month |
| Mid-Qualified Fee: Qual plus _____% | Offline-Debit Qualified Fee: _____% | Annual Fee: \$ _____ | PCI Non-Action Fee:* \$ 35.00 per month <small>*if applicable; see paragraph 2.57</small> |
| Non-Qualified Fee: Qual plus _____% | Credit Card Qualified Fee: _____% | Tokenization Fee \$ _____ per inquiry | Enhanced Security Package Annual Fee: \$ 99.00 |
| Offline-Debit and Credit Card Discount Rates disclosed apply to VISA, MasterCard and Discover transactions. | American Express: Enhanced Recovery Reduced Rate: _____% | Refer to Paragraph 8.1: - Early Termination Fee | MasterCard Location Fee: \$ 2.00 per month |
| American Express Discount Rates: | Credit Card Qualified Fee: _____% | Wireless Fees (per Wireless set-up) | Payment Gateway Fees (per Gateway set-up) |
| Qualified (Qual) Fee: _____% | Applies to Non-qualified VISA, MasterCard, Discover, and American Express Offline-Debit and/or Credit Card Transactions; see Paragraph 2.20.c. | Set-up Fee: \$ _____ x _____ Quantity | Set-up Fee: \$ _____ x _____ Quantity |
| Mid-Qualified Fee: _____% | | Monthly Access: \$ _____ x _____ | Monthly Access: \$ _____ x _____ |
| Non-Qualified Fee: _____% | | Per Auth Fee: \$ _____ | Per Auth Fee: \$ _____ |
| If applicable, we may also charge fees to Merchant for the specific circumstances as described in Section 2 and 10 of the Terms and Conditions. | | | |

The following fees will be passed through to merchant if applicable: VISA ACQ ISA, APF, Misuse of Auth, Account Verification Fee, Staged Digital Wallet Fee, NPF/FANF, Zero Floor Limit, Transaction Integrity Fee, Int'l Acquiring, AFD Partial Auth Non-Participant, File Transmission, and Credit Voucher Fees; MasterCard Account Status Fee, Secure Code, Wholesale Travel B2B Fee, Acquirer Support, Cross Border, Reversal Integrity, NABU, License, Kilobyte, CVC2, ICA AVS, Digital Enable, and Processing Integrity Fees; Discover Data Usage, Int'l Processing, Service, Card Account Verification Fee, and Network Auth Fees; American Express Network Auth Fee; and PIN Debit Network Annual Fees.

| ADDED SERVICE ENROLLMENT | | | | |
|---|---|--|---|----------------------------------|
| <input type="checkbox"/> Debit Card Services | <input type="checkbox"/> Electronic Benefits Transfer (EBT) EBT/FNS#: | | <input type="checkbox"/> WEX | <input type="checkbox"/> Voyager |
| <input type="checkbox"/> Check Services | <input type="checkbox"/> Gift Card Services | | <input type="checkbox"/> Lease Services | |
| <input type="checkbox"/> Tokenization/Encryption | <input type="checkbox"/> Month End Discount | | <input type="checkbox"/> Zero Day Hold / Next Day Funding | |
| Comments: _____ | | | | |
| | | | | |
| CARD ACCEPTANCE | | | | |
| Accept all MasterCard, Visa, and Discover, and American Express Transactions (presumed, unless any selections below are checked) | | | | |
| MasterCard Acceptance: <input type="checkbox"/> MC Credit transactions <input type="checkbox"/> MC Non-PIN Debit transactions | Visa Acceptance: <input type="checkbox"/> Visa Credit transactions <input type="checkbox"/> Visa Non-PIN Debit transactions | Discover Acceptance: <input type="checkbox"/> Discover Credit transactions <input type="checkbox"/> Discover Non-PIN Debit transactions | American Express Acceptance: <input type="checkbox"/> American Express Credit transactions | |
| See Paragraph 1.5 for details regarding limited acceptance. | | | | |
| AMERICAN EXPRESS® CARD ACCEPTANCE | | | | |
| Existing American Express Direct SE Merchant Number (if applicable): | | | | |
| DISCOVER EXISTING MERCHANT NUMBER | | | | |
| Existing Discover Direct Merchant Number (if applicable): | | | | |
| BANK INFORMATION | | | | |
| ***IMPORTANT - COMPLETE THE FOLLOWING SECTION AND INCLUDE A VOIDED BUSINESS CHECK FROM ACCOUNT*** | | | | |
| Bank Name: | Bank Address: | City: | State: | Zip: |
| Branch: | Bank Phone: | Contact Name: | | |
| Transit # (ABA Routing): | Account # (DDA): | | | |
| ***FOR BUSINESSES THAT REQUIRE AN ALTERNATE ACCOUNT FOR WITHDRAWALS, COMPLETE THE FOLLOWING SECTION AND INCLUDE A VOIDED BUSINESS CHECK*** | | | | |
| Bank Name: | Bank Address: | City: | State: | Zip: |
| Branch: | Bank Phone: | Contact Name: | | |
| Transit # (ABA Routing): | Account # (DDA): | | | |
| MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by Sales Representative) | | | | |
| Date: | Type of Building: | Square Footage (approximate): | | |
| Inspector's Comments: | | | | |
| I have verified the identification of the above listed principal(s): | | Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate. | | |
| Sales Representative Signature: _____ | | Inspector's Signature: _____ | | |
| MERCHANT ACCEPTANCE - IRS REPORTING - CORPORATE RESOLUTION - ASSOCIATION DISCLOSURE - AMERICAN EXPRESS MERCHANT ACCEPTANCE | | | | |
| BY SIGNING BELOW, MERCHANT AGREES TO ALL OF THE FOLLOWING AND CERTIFIES UNDER THE PENALTIES OF PERJURY THAT THE STATEMENTS BELOW ARE TRUE AND ACCURATE: | | | | |
| 1.IRS Reporting – Backup Withholding Certifications | | | | |
| Legal Name (as it appears on your income tax return) | | Federal Tax ID Number (as it appears on your income tax return) | | |
| a.TAXPAYER I.D. NUMBER- The Tax Payer Identification Number as shown above (TIN) is my correct taxpayer identification number. | | | | |
| b. BACKUP WITHHOLDING- I am not subject to backup withholding, either because I have not been notified that I am subject to withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding. | | | | |
| c. The above named payee is a U.S. citizen or other U.S. person (including, a partnership, corporation, company or association created or organized in the United States or under the laws of the United States.) | | | | |
| 2. Merchant Payment Card Agreement Acceptance: | | | | |
| Each person signing below certifies that all information provided in this application is true, correct, and complete, and each person agrees to be bound by all provisions set forth in this document, including, but not limited to the Terms and Conditions, which is hereby incorporated by reference for all purposes (Terms and Conditions can be obtained by visiting https://www.merchantfoundry.com/s4atbv3/WLTC/TC_WL_9_28_18.pdf). Each person authorizes the Bank or any credit reporting agency employed by the Bank or any agent of the Bank, to make whatever inquiries the Bank deems appropriate to investigate, verify or research references, statements or data obtained from the Merchant for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. An additional copy of the Terms and Conditions will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept payment cards by BBVA Compass Bank. Pursuant to Section 8.1 of the Terms and Conditions, the initial term is for a length of three (3) years and the Merchant Agreement will automatically renew for additional one (1) year terms, unless terminated by any party upon written notice at least thirty (30) days prior to the end of the then existing term. In the event MERCHANT terminates this Agreement prior to the maturity date of the initial term, MERCHANT SHALL be liable to BANK for an early termination fee equal to (i) \$350.00 per location if terminated before completion of the first year of the Term; or (ii) \$250.00 per location if terminated after completion of the first year of the Term but prior to the end of the third year of the Term ("Early Termination Fee"). For detailed information related to the termination rights and obligations set forth in this Merchant Agreement, see Sections 2.14, 2.15, 2.17, 2.24, 2.27, 2.30, 2.34, 7.2, 7.3, Section 8 in its entirety 10.12 and 10.16, of the Terms and Conditions, which are a part of this Merchant Agreement. | | | | |

3. Merchant Acknowledgements and Consents:

MERCHANT and each individual person signing below acknowledges and consents as follows:

- a. The Terms and Conditions, which can be obtained at https://www.merchantfoundry.com/s4atbv3/WLTC/TC_WL_9_28_18.pdf, together with this Merchant Processing Application constitute the AGREEMENT among the parties. MERCHANT is responsible for reading and understanding the Terms and Conditions and agrees to be bound by all of their terms.
- b. MERCHANT may be enrolled in Additional Services as defined and described in the Terms and Conditions, for which applicable fees will be incurred. MERCHANT acknowledges and agrees that Additional Services are subject to the Merchant Agreement, including the Terms and Conditions and documents referenced therein. The provisions of the Merchant Agreement regarding Additional Services constitute an agreement solely between MERCHANT and PAYSAFE PAYMENT PROCESSING SOLUTIONS, LLC, a Delaware limited liability company ("COMPANY"). MERCHANT specifically authorizes COMPANY and its affiliates to collect fees and other charges applicable to Additional Services from MERCHANT's ACH Account (as described above) in accordance with their respective fee schedules as amended from time to time by COMPANY pursuant to the ACH Account. The undersigned agree that the signature page of this Application shall also serve as the signature for the Merchant Agreement as applicable to Additional Services, including fees and charges. MERCHANT may cancel Additional Services and avoid further fees for such Additional Services by following the procedures described in Section 16.0 of the Terms and Conditions or as otherwise explained in the applicable notice for Additional Services.

TO MERCHANT: A fully countersigned copy of this Merchant Agreement shall be made available to MERCHANT upon request. However, MERCHANT and the undersigned hereby acknowledge and agree that submission of an Application does not constitute approval and that this Merchant Agreement, whether or not signed by COMPANY or BANK, will become fully effective and shall be fully binding upon the parties hereto upon COMPANY's assignment and issuance of a Merchant Account Number to MERCHANT.

4. Resolution:

FOR ALL MERCHANTS WHO ARE LLCs, PARTNERSHIPS AND/OR CORPORATIONS – RESOLUTION - The indicated officer/partner identified signing below has the authorization to execute the Merchant Payment Card Agreement with BBVA Compass Bank on behalf of the herewithin named LLC, partnership or corporation.

MERCHANT AGREES TO ITEMS 1-4 ABOVE BY SIGNING HERE:

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Applicant/Merchant Legal Name

Applicant/Merchant DBA Name

Authorized Signature

Date

Print Name

Title

PERSONAL GUARANTY

Personal Guaranty: The undersigned Guarantor(s) hereby, individually, agree to the terms set forth in section 2.36 of this Merchant Agreement. The undersigned Guarantors further agree to pay to the BANK all expenses (including attorney fees and court costs) paid or incurred by the BANK in collecting such obligations and in enforcing this Guaranty.

Guarantor #1 Name

Guarantor #1 Signature

Date

X

Guarantor #2 Name

Guarantor #2 Signature

Date

X

COMPANY ACCEPTANCE - INTERNAL USE ONLY PAYSAFE PAYMENT PROCESSING SOLUTIONS AUTHORIZED REPRESENTATIVE

Paysafe Payment Processing Solutions, LLC Representative Signature:

X

Date

BANK ACCEPTANCE - INTERNAL USE ONLY BBVA COMPASS BANK PRINCIPAL

BBVA Compass Bank Principal Signature:

X

Date