

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

Merchant Documentation Required

• **For all merchants processing \$100,000 or less monthly**

- ☐ Signed and completed merchant application form with personal guarantee
- ☐ Articles of incorporation (a copy of the certificate, and articles of association of the business)
 - If the corporation is owned by another corporation, then articles must be obtained for that organization as well; i.e., articles of incorporation are required for the ultimate beneficiaries (does not apply to publicly traded companies)
- ☐ Void cheque showing legal name and company address/letter from financial institution confirming bank details, or deposit slip and starter cheque
- ☐ Most recent audited or reviewed financials (P&L and balance sheet) or corporate tax returns
- ☐ Completed MOTO/Internet Questionnaire
- ☐ If applying for e-commerce, website must be fully functional and must contain, at a minimum: Secure Payment Page, Return/Refund Policy, Terms and Conditions, Privacy Policy, Shipping Policy, Currency of Transaction, Contact Information and a complete description of goods/services sold. You must also include a non-expiring user name and password.
- ☐ If MOTO, copies of any brochures, ads, or catalogs, as applicable, and a complete description of your business model, including but not limited to target market, advertising, description of goods and services being sold, return policy, and a description of how orders are placed, processed, and fulfilled
- **For merchants processing over \$100,000 a month, the following 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 principals (only for sole proprietorship or partnership)

PLEASE NOTE:

- Each item listed above is required before your application can be accepted.
- Once the application has been completed and signed and the required documentation gathered, please email the complete package to:

NOTES/EXCEPTIONS: This section is reserved for Sales Representative use only.

BANK DISCLOSURE

Member Bank Information: Peoples Trust Company, 888 Dunsmuir Street, Vancouver, BC, V6C 3K4
Tel. (604) 683-2881

Important Bank Responsibilities:

1. Peoples Trust is the only entity approved to extend acceptance of Visa, MasterCard, Interac products directly to a Merchant.
2. Peoples Trust is responsible for educating ISO, and ISO is in turn responsible for educating Merchants, on pertinent Visa, MasterCard, Interac operating regulations with which Merchants must comply.
3. Peoples Trust, not the ISO, must hold, administer and control all reserve funds derived from settlement.
4. Peoples Trust, not the ISO, must hold, administer and control settlement funds for the Merchant.
5. Peoples Trust must be a principal (signer) to the Merchant Agreement

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

1. Complying with cardholder data security and storage requirements
2. Maintaining fraud and chargebacks below established thresholds
3. Reviewing and understanding the Merchant Agreement
4. Complying with Visa, MasterCard, Interac operating regulations

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, MasterCard, Interac Member – Peoples Trust - is the party ultimately responsible for the Bank Responsibilities.

Principal Name: _____ Title: _____

Principal Signature: _____ Date: _____

BUSINESS INFORMATION

Merchant Name (DBA or Trade Name) _____			Corporate Legal Name (If different) _____		
Location Address _____			Corporate Address (If different) _____		
City _____ Province _____ Postal Code _____			City _____ Province _____ Postal Code _____		
Contact Name _____		Contact Email _____			
Contact Telephone # _____		Customer Service # _____		Customer Service Email _____	
Contact Fax # _____					
Technical Contact Telephone # _____		Technical Contact Email _____			
Federal Tax # _____	Information to Appear on Consumer Statement (Max. 25 characters, including phone number and spaces) Business Name _____ Phone # _____			Company Web Site _____ (If applicable)	
Years in Business _____		Fully Describe the Product or Service Being Offered. _____ _____			
Years Processing (If different) _____					
Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Publicly Traded <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit (Must provide 501-C, or other proof) <input type="checkbox"/> LLC					
Principals (Must equal at least 51% of ownership)					
Principal 1					
First Name _____		Middle Name _____		Last Name _____ % Ownership _____ SIN _____	
Title _____		Date of Birth (dd/mm/yy) _____		Driver's License _____	
Home Address _____		City _____		Province _____ Country _____ Postal Code _____	
Home Phone _____		Cell Phone _____		Email Address _____	
Principal 2					
First Name _____		Middle Name _____		Last Name _____ % Ownership _____ SIN _____	
Title _____		Date of Birth (dd/mm/yy) _____		Driver's License _____	
Home Address _____		City _____		Province _____ Country _____ Postal Code _____	
Home Phone _____		Cell Phone _____		Email Address _____	
Principal 3					
First Name _____		Middle Name _____		Last Name _____ % Ownership _____ SIN _____	
Title _____		Date of Birth (dd/mm/yy) _____		Driver's License _____	
Home Address _____		City _____		Province _____ Country _____ Postal Code _____	
Home Phone _____		Cell Phone _____		Email Address _____	
Have Merchant or Owners/Principals Ever Had a Processing Agreement Terminated by a Bank? <input type="checkbox"/> No <input type="checkbox"/> Yes Reason for Termination _____					
Have Merchant or Owners/Principals Ever Filed For <input type="checkbox"/> Business Bankruptcy <input type="checkbox"/> Personal Bankruptcy If Yes, Indicate Year _____					
Have you been previously identified by a Visa Risk Program. <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Indicate the Program(s) _____ and the Month/ Year _____					
Depository Bank Account Information Attach voided cheque for the account listed Name must match legal or DBA name listed on cheque. By providing the following reference information, you are authorizing Bank to initiate EFT debit and credit transactions to said account.		Account Type <input type="checkbox"/> Chequing <input type="checkbox"/> Savings		Indicate current PCI Compliance Status _____	
		Transit # _____ Bank _____		Have you experienced a data compromise in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Account # _____		If Yes, please indicate year: _____	
Key Supplier References (List two contacts below)		Do you use third-party payment applications? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Trade _____ Name _____ Contact # _____		If yes, please name: _____			
Trade _____ Name _____ Contact # _____					
Site Inspection Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Rents Fulfilment House <input type="checkbox"/> Yes <input type="checkbox"/> No Building Type <input type="checkbox"/> Shopping Center <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence Estimate Square Footage <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2500 <input type="checkbox"/> 2501-5000 <input type="checkbox"/> 5001+		Based upon your review, does the Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? <input type="checkbox"/> No <input type="checkbox"/> Yes Inspector Comments _____			
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 _____		Inspection Date _____		Signature _____	

CARD ACCEPTANCE

Does This Location Currently Take Payment Cards? ☐ No ☐ Yes

Will You Be Keeping Your Account? ☐ No ☐ Yes

Reason for Leaving Current Processor: _____

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 _____ ☐ Apply

Other _____

Do You Need the Ability to Process Recurring Transactions?

☐ No ☐ Yes

Processing Currency

☐ CAD ☐ USD

SCHEDULE A – PRICING

MasterCard / Visa Card Fees

Discount, Interchange & assessment fees charged on Settlements. Transaction Fees apply to authorizations / verifications (both approved and declined), credits, cancelled credits, and cancelled settlements.

*Mid / Non-Qualifying Transaction Fees apply to MasterCard & Visa card types. Mid/Non-Qualifying transaction Fees are assessed when transactions don't qualify at the best possible interchange rates.

Tiered Discount Fees	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> Visa Debit	<input type="checkbox"/> MasterCard Debit
Qualified Rate	%	%	%	%
Mid-Qualifying Transaction Fee	%	%	%	%
Non-Qualifying Transaction Fee	%	%	%	%
Transaction Fee (all Card Types)	\$	\$	\$	\$
Interchange Plus (Standard Visa/MasterCard Interchange Plus Assessments)	%	%	%	%

Other Fees

Non-Refundable Application Fee	\$	Assessments	Pass-through
Annual Fee	\$	International Assessments	Pass-through
DCC/MCP	\$	Association Compliance Fee (2x per year – May / Nov)	\$
Supplies	N/A	Chargeback Fee	\$
Monthly Service Fee	\$	Chargeback Reversal Fee	\$
Monthly Account Statement Fee	\$	Retrieval Request Fee	\$
Minimum Discount Fee	\$	Visa/MasterCard Settlement Fee	\$
Batch Fee	\$	AMEX Authorization Fee	See Transaction Fee
EFT Reject Fee	\$	AVS Fee	\$
DDA Change Fee	\$	MCP Fee	%
EFT Push Fee	\$	High Risk Monitoring Monthly Fee	\$
Interac Transaction Fee	N/A		
Pay by Voice	N/A	3D Secure	\$

PCI DSS Program Fees

Portal Access Fee	\$ 12.95	<p>* The PCI non-compliance fee is only payable in the event of PCI non-compliance.</p> <p>** The Additional Scans fee is only payable should a merchant require more than 5 IP scans.</p>
Non-Compliance Fee*	\$ 30	
Additional Scans (5+ IPs)**	\$ N/A	



3500 Blvd. de Maisonneuve W., Suite 700
Montreal, QC H3Z 3C1
Tel (866) 826-8003
sales@paysafe.com

PAYSAFE MERCHANT SERVICES INC. Merchant Application

888 Dunsmuir St.
Suite 1400
Vancouver, BC
V6C 3K4



MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

By executing this Merchant Application on behalf of the merchant described above including its principals ("Merchant"), the undersigned individual(s) represent(s), warrant(s), acknowledges(s) and agree(s) that: (i) All information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Merchant Application have the requisite legal power and authority to complete and submit this Merchant 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; (iii) The information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Financial Institution, Peoples Trust Company ("Peoples Trust") and Peoples Trust will rely on the information provided herein in its approval process and in setting the applicable Discount Rate; (iv) Peoples Trust 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 Merchant Application and any personally identifiable information collected through this Merchant Application and the credit verification process will be used and disclosed in accordance with Peoples Trust Privacy Policy and only for the purpose of determining eligibility for qualification as a Merchant and as required by law; (v) Peoples Trust will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction, Merchant agrees to pay such approved fees; (vi) The Merchant Agreement (defined below) will not take effect until Merchant has been approved by Peoples Trust and a Merchant number has been issued to merchant; and (vii) he/she has received, read, and understood the terms and conditions set forth at www.paysafe.com/fileadmin/content/agreements/Peoples_Trust_Terms_and_Conditions.pdf, as they may be amended from time to time (the "Terms and Conditions", and together with the Merchant Application, the "Merchant Agreement"), and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The Merchant on whose behalf this Merchant Application is being submitted acknowledges that this Merchant Application is being submitted to Peoples Trust as the Sponsor Financial Institution by Paysafe Merchant Services Inc. ("Paysafe"), Paysafe shall also be a party to this Merchant Agreement. Merchant acknowledges that Paysafe will rely on the representations and warranties set forth in the Merchant Application and Merchant Agreement and unless otherwise specified or prohibited by Association or Applicable Law, Paysafe will have all the rights of Peoples Trust under this Merchant Application and the Merchant Agreement.

By signing below 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.

Merchant

Principal #1 _____ Title _____
Principal Name _____ Date _____
Principal #2 _____ Title _____
Principal Name _____ Date _____

Peoples Trust

By _____ Title _____
Name _____ Date _____
Paysafe Merchant Services Inc.
By _____ Title _____
Name _____ Date _____

CONTINUING PERSONAL GUARANTY PROVISION – PERSONAL GUARANTOR

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to Paysafe and Peoples Trust 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 legal fees, court costs and other costs. This means, among other things, that Paysafe or Peoples Trust can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Merchant 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, bankruptcy proceedings; (2) either Paysafe or Peoples Trust agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) Paysafe or Peoples Trust releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either Paysafe, Merchant, or Peoples Trust under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either Paysafe or Peoples Trust against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) Paysafe and Peoples Trust each may delay enforcing any of its rights under this guaranty without losing such rights and Guarantor hereby waives any applicable Statute of Limitations; (b) Paysafe and Peoples Trust each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by Peoples Trust; and (c) such Guarantor will pay all court costs, legal fees, and other costs including collection costs incurred by either Paysafe or Peoples Trust in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal of Merchant.

Principal #1 _____
Print Name _____ Date _____

Principal #2 _____
Principal Name _____ Date _____

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 ☐ or calendar ☐ – check one) in arrears.

MOTO/INTERNET QUESTIONNAIRE

1. Will you accept payment for products/services on your Web site? ☐ Yes ☐ No ☐ I do not have a Web site.
If No, go to 2. Otherwise, provide the name of your SSL provider (e.g., Verisign, Thawte, Entrust, Other – specify) _____
2. What % of your products/services will be sold/delivered in the following markets (total must equal 100%)?
North America _____% Europe _____% Other Markets _____%
3. What percentage do you sell to Business _____% Consumers _____%
4. Briefly outline your return policy. ☐ Greater than 30 Days ☐ Less than 30 Days ☐ No Returns ☐ Other (Please Specify) _____
If No Returns, why are refunds not provided? _____ (If no refunds, go to 9)
5. What percentage of refunds (to your total monthly sales) is usual? _____%. How many days does a refund usually take? _____ days
6. Do you refund 100% of the purchase price? ☐ Yes ☐ No If No, please provide further details. _____
7. Describe in detail products/services sold, including pricing. Use separate sheet if necessary. _____
8. When do you charge the customer? ☐ Shipment/Completion of Service ☐ Order Date
9. In the case where a product is shipped, is the shipment traceable? ☐ Yes ☐ No Is a delivery receipt requested? ☐ Yes ☐ No
10. Please state the normal "turnaround time" from when you receive the order to the customer receiving the goods/services. _____ days.
11. Do you take advance deposits (a percentage of the full value or a fixed part-payment paid in 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? Address _____ City _____ Prov/Code _____
13. Do you own the product/inventory at the time of sale? ☐ Yes ☐ No
14. Are there any other companies involved in accepting, shipping, or fulfilling the service or product or the billing of the customer? ☐ Yes ☐ No
If Yes, who are they and what do they do? Use separate sheet if necessary. _____
15. How do you advertise? (Catalogs, magazines, TV, Internet, etc. List all that apply. _____
16. Who enters credit card information into the processing system? ☐ Consumer ☐ Fulfillment Center ☐ Merchant ☐ Other _____
17. Is your processing seasonal (mild fluctuations can be answered as "No")? ☐ Yes ☐ No If Yes, please check the busiest months.
Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ June ☐ July ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec ☐
18. Do you take payments for memberships, subscriptions, or packages? ☐ Yes ☐ No If Yes, please provide the usual breakdown of transaction (by % of total sales) and their respective price points.

Membership/Subscription Period	Package (e.g., 10 credits or 5 passes)	Price Point	Percentage of Sales
Weekly <input type="checkbox"/>			
Monthly <input type="checkbox"/>			
Quarterly <input type="checkbox"/>			
Six-Monthly <input type="checkbox"/>			
Annually <input type="checkbox"/>			
Other <input type="checkbox"/>			

19. If packages or memberships are sold, what is the average amount of time it takes a customer to use up their package? _____
20. If memberships or subscriptions are sold, how do you manage the recurring payments? ☐ Paysafe's RB Module ☐ Other _____
21. Do you want to capture the Consumer Billing Address (AVS) on any of your transactions? ☐ Yes ☐ No
a) If Yes, in the case where there is no AVS match, would you like us to decline the transaction or send you the response so that you can make the appropriate decision? ☐ Decline ☐ Send Response
22. Do you want to perform Verified by Visa or MasterCard SecureCode with any of your transactions? ☐ Yes ☐ No
a) If No, are you interested in implementing this fraud mitigation tool through Paysafe? ☐ Yes ☐ No
23. Would you like to accept payment methods offered by Google Pay? ☐ Yes ☐ No
24. Please provide contact details for your web-hosting company. Company Name: _____ Contact Telephone #: _____
25. Please provide a list of any links that leave your website. _____

Note: The Card Validation (CVV) from the back of the card will be captured on all of your authorization requests. we will decline such transaction if the CVV is not provided or does not match. This does not apply to credential-on-file (COF) merchants. (e.g., recurring or installment payments, Visa Commercial Card Virtual Accounts or digital wallets such as Visa Checkout, Apple Pay and Android Pay.