

MERCHANT PROCESSING APPLICATION

P.O. Box 3429 Thousand Oaks, CA 91359 Tel: (800) 554-4777

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

Repre	esentative Name Jay Scott			_ # <u></u>	733-0	<u>∪ ı</u> Sal	es Office	#0	2733	_ Ph	one #	(310)3	21-5400
	Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)				e)	Doing Bu	usiness As I	Name:					
7	Test - E-Commerce Exchange					Test - E-Commerce Exchange							
<u>0</u>	Business Address: (no P.O. Boxes)			City/S	tate/Zip:	Zip:				Count	,		How Long:
ΙΑΤ	909 N. Sepulveda blvd					o, CA, 9	90245			Can	ada		
R.	Mailing Address:			1	tate/Zip:					Federal Tax ID: ☑ SSN ☐ EIN			
말					Los Angeles, CA , 33333					456789			
	Business Phone:			omer Serv		ne:			Busine				
RA	310-321-5400 Contact Name:			300-477-5363 of Locations: Time in Business:			310-	110-310-3100 Business Hours:					
GENERAL INFORMATION	Jimmy Carl Black		1	LOCALIONS.	Years: 1 Months: 9			9	8 am to 5 pm				
9	Business E-Mail:		'					//OHUIS		_	ani to 5 p	/111	
	support@ecenow.com					ecenow.com							
	Retail Swiped % 100 Merchar	it Type:				T	ype of Owne	ership:				Busi	ness Location:
	Retail Keyed % 0 Retail		urant □ U	Jtility		□ Sole Prop. □ Partnership □ Tax Exempt □ Store Front							
	I □ Retai	w/ Tip 🗆 Lodgir		etroleum		☑ Corp. ☐ Non-Profit ☐ Trust/Estate/Assn. ☐ Office				ffice			
_		Phone 🗆 Fast F	ood 🗆 (Convenier	nce		LLC	□ Gov't	. 🗆	Lega	al/Medical Co	rp. 🗆 H	ome
ō	Mail Order % 0 ☐ Interr			Public Sec			Other (spe	ecify):					ther (specify):
BUSINESS INFORMATION	Busin	ess to Business:	B-2-B	% B-2	2-C	%							
RN	Methods of Marketing: (attach examp		ail, Telepho								use third part der data? □		
Ř	□ Newspaper□ Magazine / Catalog□ Direct Mail□ Yellow Pages		ho perform Merchant						nird Party			res 🗆 r	10
S	☐ TV / Radio ☐ Outbound Telemar		endor/Fulfil				5 c		,				
ES													
SIN	test	A	ddress:										
BU			hone:							Jsed by Third Party:			
	□ Seasonal Merchant Customer Return Policy:								duct/Service is Delivered: 2				
	Months Merchant will process: ☐ Refund w/in 30 days ☐ Excha			Exchange	e Only	□ None		-					s transactions
		☐ Other (specify	y):				are settled		Data of 6	Chinn	nent □ Other	(anaaifu).	
U	Has Applicant ever accepted credit of	ards before?	∕es ☑ No	Has	Applicar	nt ever ha					erminate its		
SIN	If Yes, who was your processor? at						s, by whom?						
ROCESSIN	Former Merchant Number(s):									s if ne	ecessary):		
PROCESSING HISTORY	111111111111111												
	Name:		Sc	cial Secu	rity Num	nber:	Ī	% Owne	rship:	Titl	e:		
L 1	Jimmy Black			234567	'89			33	·	EI	President	e	
PA	Residential Address: ☐ Own ☐ R			ent City:					State:	Zip:			
PRINCIPAL 1	909 N. Sepulveda blvd 123					Los Angeles					CA	333	33
PRI	Ĭ	Home Phone:				ate of Birtl					nse Number	/ State:	
	3	321-321-654				3/01/20			4545	_			WY
2	Name:		So	cial Secu	rity Num	nber:		% Owne	rship:	Titl	e:		
AL													
믔	Danidantial Address.	П О	Dont.			City					Ctoto:	7in:	
0	Residential Address:	□ Owr	n □ Rent			City:					State:	Zip:	
RINC			n □ Rent		Da	City:	h:		Drivers	Lice	State:		
PRINCIPAL		□ Owr	n □ Rent		Da		h:		Drivers	s Lice			
			n □ Rent		Da				Drivers				
	How Long at This Address?	Home Phone:	n □ Rent		Da	ate of Birtl			Drivers		nse Number		
	How Long at This Address?	Home Phone:	n □ Rent		Da	ate of Birtl			Drivers	Col	nse Number		
REFERENCE CONTACTS	How Long at This Address? Bank:	Home Phone: Account #:	n □ Rent		Da	ate of Birtl			Drivers	Col	nse Number		
REFERENCE CONTACTS	How Long at This Address? Bank:	Home Phone: Account #: Account #:			Da	Phone:			Drivers	Col	nse Number		□ Reprogram
REFERENCE	How Long at This Address? Bank: Trade:	Home Phone: Account #: Account #:				Phone: Phone:				Col	nse Number		□ Reprogram
REFERENCE	How Long at This Address? Bank: Trade: UveriFone Hypercom Nurit	Home Phone: Account #: Account #:			□ Pri	Phone: Phone:			□ PIN	Col	nse Number		□ Reprogram
REFERENCE	How Long at This Address? Bank: Trade: VeriFone Hypercom Nurit Model	Home Phone: Account #: Account #:		e:	□ Prii Model	Phone: Phone:			□ PIN Model:	Con Con Pad	nse Number ntact: ntact:	/ State:	
REFERENCE	How Long at This Address? Bank: Trade: VeriFone Hypercom Nurit Model Additional Terminals: Wireless: Phone Code for Dial Out Cingular None	Home Phone: Account #: Account #: Other: Terminal Auto Yes N	omatic Clos		□ Prii Model	Phone: Phone: Inter		1	☐ PIN Model:	Con Con Pad	nse Number ntact: ntact:	/ State:	net
QUIPMENT REFERENCE CONTACTS	How Long at This Address? Bank: Trade: VeriFone Hypercom Nurit Model Additional Terminals: Wireless: Phone Code for Dial Out Cingular None GPRS "8"	Home Phone: Account #: Account #: Other: Terminal Auto Yes Note:	omatic Clos	.М □ РМ	□ Prii Model	Phone: Phone: Iter Icont-end: Omaha			□ PIN Model: □ Paym	Con Con Pad	ntact: Sateway: Au	/ State:	net
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QUIPMENT REFERENCE CONTACTS	How Long at This Address? Bank: Trade: VeriFone Hypercom Nurit Model Additional Terminals: Wireless: Phone Code for Dial Out Cingular None GPRS "8"	Home Phone: Account #: Account #: Other: Terminal Auto Yes Note Note Indicate In	omatic Clos	.M □ PM □ Mounta	Pri Model	Phone: Phone: Phone: Tront-end: Comaha Nashvill Other:	□ North	ass al	☐ PIN Model: ☐ Paym Shoppin ☐ Software	Pad Pad g Car yare:	ntact: Sateway: Au	/ State:	net

LEASE							
LLAGE	- Equipment octrice i rogiam	Total monthly lease charge: \$	This is a non term indicate	n-cancelable lease fo ed.	r the full Merchant Initials:	:	
	(if applicable, see Program Guide)	FDGL Annual Tax Handling Fee: \$10.20					
	MCC/SIC:	Application Fee: \$	VISA / MC / Discover /	American Express	FDR Help Desk Fee: \$3.50 ea FDR Asst. Service Fee: \$3.50 ea		
MITS IVE)	Monthly Sales Processing Limit: \$ _1000	Customer Service / Statement Fee: \$\frac{10.00}{} \text{ per mo}\$	Transaction Fee:	per transaction	·	5.00 each	
VG LIP ENTAT	Average Ticket: \$_50	iAccess Fee: ☐ Single: \$14.95 per mo ☐ Chain: \$30.00 per mo	nth			.00 ´ Æach	
ESSIN	Monthly Minimum Discount Fee: Å '20.00'	Reserve Account Maintenance Fee: \$2.50 per mo	WEX / Voyager Trans		Over Limit Fee: High Risk Fee:	5.00% 0.25%	
SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)	Offline-Debit Discount Fees: Qualified Fee:1.09 % Mid-Qualified Fee: Qualified + '1.00' / Å	Debit Card Fees: Access Fee: \$ per mo	AVS: ÅÁ Batch Header: Å	0.02′′′ per inquiry	Annual Fee: Retail Merchants:	Å '75.00' '	
Щ'n	Non-Qualified Fee: Qualified + '2.00' '		ees Voice Auth: A	'0.95' ' ' each	Non-Retail Merchants:		
OF FE	Credit Card Discount Fees: Qualified Fee: 1.59 % Mid-Qualified Fee: Qualified + 1.00 / A	Interchange + % + Dues and Assessments	Early Termination Fee Please refer to Parag Merchant Services' P	raph 22.1 of the	A PCI compliance and data security fee will be assessed on an annual basis.		
E CON	Non-Qualified Fee: Qualified + 1:00 //	The following foce will be perced through	.9	Wireless Fees (per Wireless set-up)		Fees up)	
H. O.	Offline-Debit and Credit Card Discount	APF, Misuse of Auth, Zero Floor Limit, and Int'l Acquiring Fees; MasterCard		Quantity	0.1. 5	Quantity	
SC	Fees disclosed apply to VISA,	Acquirer Support, Cross Border, and	Set-up Fee: \$			x	
	MasterCard and Discover transactions.	NABU Fees; and Discover Int'l	Monthly Access: \$	^	Monthly Access: \$_10.00	x	
		Processing and Service Fees.	Per Auth Fee: \$		Per Auth Fee: \$ 0.10		
Comm	ents:						
		ADDED SERVICE	ENDOLLMENT				
□ Det	oit Card Services ☐ Electroni	ic Benefits Transfer (EBT) EBT/FNS#	ENROLLIMENT		□ WEX / Voyager		
	eck Services = Electronic	☐ Gift Card Services		☐ Lease Service			
		CARD ACC	EPTANCE				
	Accept all Mas	sterCard, Visa, and Discover Transactions	s (presumed, unless any se	elections below are ch	ecked)		
□ Ac	erCard Acceptance: cept MC Credit transactions only cept MC Non-PIN Debit transactions onl	Visa Acceptance: □ Accept Visa Credit transac □ Accept Visa Non-PIN Debi					
See F	Paragraph 1.9 of the Merchant Services'	Program Guide for details regarding limite	ed acceptance.				
		AMERICAN EXPRESS®	CARD ACCEPTANCE	E			
Existing American Express (AXP) Merchant Number (if applicable):							
	<u>- </u>	umber (if applicable):				nePoint®	
□ Disc	count Rate: % or ☑ Mor		Est. Annual Volume		ed: AXP Direct AXP C Est. Average Tkt: \$50	nePoint®	
Transa Service	action Fees: Retail* = + \$0.10 per transes, Wholesale & All Other = + \$0.15 per	nthly Flat Fee: \$7.95 (AXP Direct only) action; Restaurant* = + \$0.05 per transact transaction	ion;	e: \$ 1000 Pay □ Daily Gross	_ Est. Average Tkt: \$ <u>50</u> Pay I 3 Day □ 15 Day □	30 Day	
Transa Service *0.30% of purc transac	action Fees: Retail* = + \$0.10 per trans- es, Wholesale & All Other = + \$0.15 per 6 downgrade will be charged for transact chase (e.g., Charges by mail, telephone, ction is key-entered.	nthly Flat Fee: \$7.95 (AXP Direct only) action; Restaurant* = + \$0.05 per transact transaction tions whenever a Card Not Present (CNP) fax or the Internet), is used at unattended	ion;	e: \$ 1000 Pay □ Daily Gross r AXP Direct only): □ ns a Charge for which tomer activated termin	Est. Average Tkt: \$_50 Pay 3 Day	30 Day	
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The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover transactions under this Agreement and is not a party to this Agreement insofar as it relates to Discover transactions. The provisions of this Agreement regarding Discover constitute an agreement solely between you and iPayment.

By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services' Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or downloading from the Internet at: www.ipaymentinc.com), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or iPayment continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

By signing below, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and iPayment and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) \$350.00 if terminated before completion of the first year of the Term; or (ii) \$250.00 if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 22.1 of the Agreement - Program Guide). A PCI compliance and data security fee will be assessed to each Merchant annually, which amount will be determined by compliance and security requirements at the time of the fee assessment.

If information is provided in the "American Express® Card Acceptance" section of the Application, then the following shall apply: By signing below, Merchant represents that Merchant has read and is authorized to sign and submit this Application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. Merchant authorizes iPayment and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this Application and receive and exchange information about Merchant personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. Merchant authorizes and directs iPayment and AXP and AXP agents and Affiliates to inform Merchant directly, or through the entity above, of reports about Merchant that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. Merchant also authorizes AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon AXP's approval of the Application, the entity will be sent the AXP Agreement and materials welcoming it, either to AXP's program for iPayment to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). Merchant understands that if the entity does not qualify for the iPayment servicing program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

Test - E-Commerce Exchange Applicant/Merchant Legal Name		Test - E-Commerce Exchange Applicant/Merchant DBA Name			
•		Jimmy Black	El Presidente		
Authorized Signature	Date	Print Name	Title		
APPROVED/ACCEPTED:		APPROVED/ACCEPTED:			
Ву:	Date:	Ву:	Date:		
Wells Fargo Bank, N.A. 1200 Montego Wa	ay, Walnut Creek, CA 94598	iPayment, Inc. P.O. Box 3429, Thou	usand Oaks, CA 91359		

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "You"") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and iPayment all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize the Wells Fargo and/or its agent(s) and iPayment to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability into the Wells Fargo Merchant Services Merchant Program and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo and iPayment obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness

You represent and warrant to Wells Fargo and iPayment that: (a) Wells Fargo and iPayment has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and iPayment in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo and iPayment now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, iPayment and its successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, L.L.C., and iPayment are relying on this Guaranty in entering into the Agreement.

Signature		Jimmy Black Print Name	Date
Signature ,	An Individual	Print Name	Date

ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

The Bank's mailing address and phone number are:

Wells Fargo Bank, N.A. Map A0347-023 1200 Montego Way Walnut Creek, CA 94598

Phone number is: 1-925-746-4172

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Association products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- (d) The Bank is responsible for and must provide settlement funds to the merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

The	Merchant's	name.	mailing	address	and	phone	number	are:
1110	wici ciiaiit 3	Hallic.	HIIGHIII	audicoo	ana		HUHHINGI	aı c.

Merchant Name: Test - E-Commerce Exchange	
Merchant Address: 909 N. Sepulveda blvd	El Segundo, CA, 90245
Merchant Phone: 310-321-5400	

Some Important Merchant Responsibilities:

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association Rules.

The responsibilities listed above <u>do not supersede</u> terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).

Sales Representative Name: Jay Scott		
	Jimmy Black	
Merchant's Signature	Merchant's Printed Name	
El Presidente		
Title	Date	