MERCHANT PROCESSING AGREEMENT
Merchant Application and Fee Schedule

8500 Governors Hill Drive
Symmes Twp, OH 45249-1384
Phone: 888-208-7231
Fax: 877-822-1248

Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **The Terms and Conditions can be viewed at https://empower2.fisglobal.com/npccma. Please retain the website to review the Terms and Conditions as well a copy of the Merchant Application for your records**. WorldPay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

Sales Representative ID Number (9 digit or 16 digit code)

Bank # or Merchant Association #:

SECTION 1   MERCHANT BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name)

Contact Name:

Business Name (DBA):   ☐ Check here if Corporate Headquarters

Email address:

Website:

Business Location Address:

Business Billing Address: (if different from location address)

City, State, Zip:

City, State, Zip:

Phone #:

Fax #:

Phone #:

Fax #:

Federal Tax ID #:

SECTION 2   BENEFICIAL/CONTROL OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain 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.

Type of Legal Entity:
☐ Association/Estate/Trust   ☐ Financial Institution   ☐ Partnership   ☐ SEC Registered Entity
☐ Government (Federal/State/Local)   ☐ LLC   ☐ Private Corporation
☐ Individual/Sole Proprietor   ☐ Non Profit/Tax-Exempt (501C)   ☐ Publicly Traded Corporation

Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity?   ☐ YES   ☐ NO

If "yes" checked above, list country name of owning or controlling government entity: _____

Control Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, Zip:			Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, Zip:			Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, Zip:			Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, Zip:			Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, Zip:			Phone #:

SECTION 3   IMPORTANT DISCLOSURES   Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement   Ver.GEN.0123

IMPORTANT MEMBER 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) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

MEMBER BANK:
Fifth Third Bank, N.A.
c/o Worldpay LLC.
8500 Governors Hill Drive
Symmes Township, OH 45249
(888) 208-7231

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		

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Merchant's Business Name (Legal): _____

SECTION 4   BUSINESS PROFILE AND ASSUMPTIONS

☐ Ownership or Legal Entity Change	Close NPC Existing MID#:		Close Date Existing MID:		Open Date:

Annual Volume (Visa/MC/DS/AX):	% Card Present	% Card Swipe	% Imprint (Manually Keyed)	% B2B
Average Ticket (Visa/MC/DS/AX):	% Card Not Present	% MOTO	% Internet	% of International Cards
Highest Ticket (Visa/MC/DS/AX):	Total 100%			

☐ Add'l. Location   1st Location MID: _____   ☐ Never Accepted Cards   ☐ Processor Change -   How many processing statements are you including? _____

Type of Goods/ Service Sold:

MCC: _____   REFUND POLICY (Check One):   ☐ No Refund   ☐ Refund in 30 days or less   ☐ Merchandise exchange only   ☐ Other

Seasonal Sales: ☐ Yes ☐ No   Active Months: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

SECTION 5   COMPLIANCE INFORMATION

Do you (MERCHANT) have a ☐ 3rd party software application/gateway or ☐ POS Terminal   Do you store cardholder data? Paper - ☐ YES ☐ NO   Electronic - ☐ YES ☐ NO

Have you ever experienced an Account Data Compromise?   ☐ YES   ☐ NO   If yes, have you completed remediation? ☐ YES   ☐ NO

Third Party Software/Gateway Vendor Name and Address:

Third Party Software/Gateway Vendor Contact Information:

Version # _____   Merchant data to which this vendor has access: _____   Does software store cardholder information? ☐ YES   ☐ NO

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program ("PCI Program") to assist merchants in securing card data and complying with PCI DSS. You may be enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 8 of this Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 6   MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH.   ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval.

Deposit Time Frame: ☐ Premium ACH   ☐ Alternate Funding*   Deposit Type: ☐ Combined   ☐ By Batch

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals.   If more than one account is indicated, account #1 will be used for Sales.

Routing #1   DDA Account Type: ☐ Checking   ☐ Savings

Account #1

Routing #2   DDA Account Type: ☐ Checking   ☐ Savings

Account #2   If a second account, this account is used for: ☐ Discount   ☐ Fees   ☐ Credits   ☐ Chargebacks

Merchant's Business Name (Legal): _____

RATES AND FEE SCHEDULE
SECTION 7   **CREDIT AND DEBIT TRANSACTION PRICING**

BILLING FREQUENCY : ☐ Daily   ☐ Monthly

BUSINESS TYPE   ☐ Retail   ☐ Restaurant   ☐ Mail/Telephone Order   ☐ Internet

SUB BUSINESS TYPE   ☐ Retail Key Entered   ☐ DialPay Capture   ☐ MOTO/CardSwipe   ☐ Large Ticket

Visa/Mastercard/Discover/American Express OptBlue Program

	Discount Rate	Transaction Fee	**AMERICAN EXPRESS OPTBLUE PROGRAM**[5]
Flat Rate Pricing			Is annual volume less than $1,000,000.00? ☐ YES ☐ NO
☐ **Flat Rate**[1]	%	$	If No, then you are not eligible for the American Express OptBlue Program unless the MCC is excluded according to the current American Express OptBlue Program limitations.
Tiered Pricing			If No and your volume decreases to less than $1,000,000, you may be converted to the American Express OptBlue Program unless you have elected to opt out.
☐ **Tiered Pricing**[2] **Qualified**	%	$	Existing American Express Number ☐ YES ☐ NO
Mid-Qualified	%	$	
Non-Qualified	%	$	☐ By checking this box, you elect to opt out of the American Express Program
High Risk Transactions will be assessed the Non-Qualified Transaction Fee and Discount Rate plus an additional High Risk Discount Rate of up to 0.75%. See Terms and Conditions Section 6.K.			☐ By checking this box, you elect to opt out of receiving American Express Marketing Materials

Interchange Plus Pricing

	Discount Rate	Transaction Fee	**Transaction Risk Fee** ☐ YES ☐ NO
☐ **Interchange+ Pricing**[3]	%	$	Interchange Plus Pricing includes a Transaction Risk Fee from _____ % up to 0.85% in addition to your Discount Rate and applies to Transactions that carry a higher degree of risk as described in the Terms and Conditions Section 6.K.

PIN Debit Pricing

	Monthly Hosting Fee	Discount Rate	Transaction Fee	
☐ **Pin Debit Pricing**[4]	$	%	$	

Miscellaneous Product Fees

		Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	
☐	**Wireless Service**	$	$	$	+$	

		Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	Batch Fee
☐	**Internet Services**	$	$	$	+$	$

SECTION 8   **OCCURRENCE FEES**

Network & Processor Access Fee*
☐ 0.15%/Visa, MasterCard, American Express, Discover Transaction[6]
☐ Pass-through[7]
(If no box checked in this section, we will assess the default rate of 0.15% Visa, MasterCard, American Express, Discover Transaction)

	Low Risk	0.05% of gross sales per month
☐ EMV Non-Enabled Fee*[8]	Moderate Risk	0.15% of gross sales per month
	High Risk	0.27% of gross sales per month

Annual Fee* _____   Charged in Month of _____

☐ Signature Merchant Location Fee*   /month/mid
If the box for Signature Merchant Location Fee is not checked, Merchant will continue to be responsible for the Mastercard Location Fee at the then current rate.

Regulatory Accounting Assistance Program (RAAP) Fee[9] _____   Charged Annually in the Month of March

☐ Monthly Discount Adjustment*   0.02% of gross sales amount of each transaction settled monthly

☐ Application Fee*	Minimum Bill /month	Paper Statement* ☐ Yes ☐ No /month
On File Fee* /month	Early Deconversion Fee[10]	Non-Worldpay FFE Auth*[11] $ /authorization
Batch Fee* /item	Chargeback Fee /each	**PCI PROGRAM**
Voice Auth/DialPay* /item	☐ AVS* /item	SaferPayments Basic*[12] ☐ /month
ACH/DBA Change Fee* /item	☐ Dial Transaction Surcharge* /Transaction	SaferPayments Managed[12] ☐ /month
Retrieval-Documentation Fee* /each	Monthly Terminal Fee[13] /each	

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Return ACH(s) are subject to a $25.00 fee for each occurrence.   **1099 K Reporting is provided at No Charge.**

*1 Fees designated with an asterisk (*) in the Occurrence Fees Section are included in the Flat Rate Discount Rate. Fees without an asterisk, miscellaneous product fees, and Initial Equipment Orders sections are not included in flat rate pricing and will be charged separately. Transaction fee will be billed per each authorization attempt.

2 Network Interchange Fees are included. Qualified transaction fee will be billed per each authorization attempt. Mid-Qualified and Non-Qualified Transaction fee will be billed on Settled Transactions.

3 Network Fees and Communication Fees are assessed separately. Transaction fee will be billed per each authorization attempt.

4 Network Fees and Communication Fees are assessed separately.

5 If you have elected for the Marketing Opt-out, you may continue to receive updates while American Express updates its records. You will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-out, your mailing address, phone number, email address, fax number, and or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products,services, and resources.

6 This fee will be assessed on all Visa, MasterCard, Discover, and American Express volume and is subject to a $10.00 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fee as pass-through (which may be as allocation): (i) the Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee; and (iv) American Express Access Fee.

7 If this box is checked, the Discover Data Usage Fee, American Express Access Fee and Network Acquirer Fee (which includes the MasterCard Acquirer Fee and FANF) will be assessed to you as pass-through.

8 Fee is assessed if you do not have EMV enabled equipment and/or software and is determined based on the chargeback liability risk of your MCC as determined by us. Transactions evaluated monthly and assessed when applicable. Based on the gross sales amount of each card present Transaction.

9 See Section 13 of the Terms and Conditions for additional information.

10 The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B of the Terms and Conditions.

11 Applicable to Non-Worldpay front ends.

12 See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of $74.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.

13 Monthly Terminal Fee of $2.99 will be assessed per month on all next-generation terminals, as applicable.

SECTION 9   UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)	Guarantor Name:	Date of Signature:

Home Address:	City, State, Zip:

Date of Birth:	Social Security Number:	Phone #:	

SECTION 10   PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 11   MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (**GEN.0123**) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		

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Merchant's Business Name (Legal): _____

SECTION 12 EQUIPMENT SETUP   PROVIDER CODE: **NPC** = NPC to ship equipment   **SOF** = Sales office to ship equipment   **MER** = Merchant Owned

TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD	PROVIDER CODE
					☐ NEW ☐ EXCHANGE	
					☐ NEW ☐ EXCHANGE	
					☐ NEW ☐ EXCHANGE	

Other: _____ Provider Code: _____ | Other: _____ Provider Code: _____ | Other: _____ Provider Code: _____

EQUIPMENT SOFTWARE INFORMATION	SOFTWARE NAME	PUBLISHER	VERSION

EQUIPMENT OPTIONS   THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

☐ **RETAIL / MOTO**

AVS ☐ YES ☐ NO	Auto-Close++ ☐ YES ☐ NO	
Last 4-Digits ☐ YES ☐ NO	TIME _____	
CVV 2 ☐ YES ☐ NO	Store N Forward ☐ YES ☐ NO	
Purchase Card/Level 2 ☐ YES ☐ NO	Pre-dial ☐ YES ☐ NO	
Invoice # Prompt ☐ YES ☐ NO	Cash Back ☐ YES ☐ NO	
PBX Code ☐ 8 ☐ 9	Debit Cash Bank Max Amount _____	
Multi Merchant ☐ YES ☐ NO		
First Merchant MID _____	++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST	

☐ **RESTAURANT**

Tips ☐ YES ☐ NO
Servers ☐ YES ☐ NO
Tables ☐ YES ☐ NO
Bar Tab ☐ YES ☐ NO
Suggested Tip ☐ YES ☐ NO

☐ **FAST PAY (FPS)**

☐ Both receipts signature line
☐ Both receipts NO signature line
☐ NO receipts under $25.00

☐ **CASH ADVANCE**

☐ **LODGING**

FUEL ☐ YES ☐ NO

PASSWORD

All ☐ YES ☐ NO
Void ☐ YES ☐ NO
Return ☐ YES ☐ NO
Settlement ☐ YES ☐ NO
Other _____

Custom Header / Footer:

Wireless ID:

Comments:

EQUIPMENT SHIPPING INSTRUCTIONS   Required *ONLY* if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below

Ship To: ☐ Merchant Location * ☐ Sales Group ☐ Other   ☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday

Attn: _____

Payment For Equipment Will Be:
☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC
☐ Discover ☐ Amex ☐ 30 Day (Bill Group)

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

☐ Special Instructions: _____

NPC TO REPROGRAM/TRAIN MERCHANT? ☐ YES ☐ NO

NPC TO SHIP WELCOME KIT? ☐ YES ☐ NO

WELCOME KIT SHIPPING INSTRUCTIONS   Required if welcome kit is shipping to separate address from above

Ship To: ☐ Merchant Location * ☐ NPC ☐ Other   Attn: _____   Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

SECTION 13   SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

☐ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing of the Agreement.

☐ An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.

☐ I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Control Owner/Officer Information Section.

Business/Inventory/Shipments:

Does business appear as represented?	☐ YES	☐ NO
Is business open and operating?	☐ YES	☐ NO
Is inventory sufficient for business type?	☐ YES	☐ NO
Are goods and services delivered at the time of sale?	☐ YES	☐ NO
Goods and services charged to credit card on	☐ Order	☐ Shipment
Are good and services delivered ☐ Digitally ☐ Physically		☐ Both
If goods are shipped, is a Fulfillment House used?	☐ YES	☐ NO

If Fulfillment House is used, please complete the following:

Fulfillment House Name and Address: _____

Fulfillment House Contact Information: _____

Is Fulfillment House PCI DSS Compliant? ☐ YES ☐ NO   % of shipments by this vendor _____

Location Type: ☐ Retail Store Front ☐ Office Building ☐ Residence ☐ Industrial Building ☐ Trade Show

Sales Organization:	Sales Rep Signature:	Application Date:

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