

1. SUMMARY OF BUSINESS (Please describe in DETAIL what you do and what you sell including pricing):

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2. MERCHANT BUSINESS INFORMATION

Merchant DBA Name:		Merchant Legal Name:	
Office Address:		Registered Address:	
Office City:		Registered City:	
Office State:		Registered State:	
Office Zip:		Registered Zip:	
Contact First Name:		Federal Tax ID:	
Contact Last Name:		Date Incorporated:	
Contact Phone:		State of Incorporation:	
Contact Email:		SIC/MCC Code:	
Ownership Type:	Select One...		
Website:		Customer Support #:	
Depository Bank Account Information. Attach voided check for the account listed. Name must match legal or DBA name listed on check. By providing the following reference information, you are authorizing Bank to initiate ACH debit and credit transactions to said account.			
Bank Account # / DDA:		Transit Routing #:	
Principals (Must Equal 51% Or More Ownership)			
Owner 1:			
First Name:		Ownership %:	
Last Name:		Phone Number:	
Address:		City:	
State:		Zip:	
Date Of Birth:		Driver's License #:	
SSN:		Driver's License State:	
Owner 2:			
First Name:		Ownership %:	
Last Name:		Phone Number:	
Address:		City:	
State:		Zip:	
Date Of Birth:		Driver's License #:	
SSN:		Driver's License State:	
Do You Currently Accept Credit Cards?	Yes No	Total Monthly Processing:	\$
Average Ticket Value:	\$	Highest Ticket Value:	\$
Desired Descriptor:		EBT FNS Number:	
Has Merchant Ever Had Processing Account Terminated?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Personal <input type="checkbox"/> Business	
Have Merchant or Owners Ever Filed for Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Personal <input type="checkbox"/> Business	
Credit Card Swiped:	%	MOTO/Internet:	%
How much Amex do you process each year?		I have an AMEX ESA#:	
Agent Name:		Agent Sales Code:	

3. BANK DISCLOSURE

Member Bank Information: Commercial Bank of California, 19752 MacArthur Blvd., Suite 100, Irvine, CA 92612 Phone: (310) 882-4800

Important Bank Responsibilities:

1. Commercial Bank of California is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. Commercial Bank of California is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
3. Commercial Bank of California is responsible for all funds held in reserve that are derived from settlement.
4. Commercial Bank of California is responsible for and must provide settlement funds to the Merchant.
5. Commercial Bank of California must be a principal (signer) to the Merchant Agreement
6. Merchant Agreement does not contain any provision that could be deemed to limit such responsibility.

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Review and understand the terms of the Merchant Agreement.
3. Maintain fraud and chargebacks below thresholds.
4. Comply with all Card Brand's Operating Regulations.



The responsibilities listed above do not supersede terms of the Merchant Agreement or the Merchant Marketing and Processing Agreement between Commercial Bank of California and PayArc, LLC, and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Commercial Bank of California - is the ultimate authority should the Merchant have any problems.

Merchant's Signature: _____  Date: _____

4. MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

Important Information about Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledge(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application has/have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK shall rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Card Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify 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) shall not take effect until Merchant has been approved by BANK 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 <https://payarc.com/agreements/PayArc-CBCal-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. As provided in Section 4.1 of the Terms and Conditions, the term of this Agreement shall be three (3) years; Merchant may terminate this Agreement, in accordance with the procedures of Section 4.1, without cause or penalty within 45 days after the Agreement becomes effective, after which time termination or abandonment of the Agreement without cause may result in assessment of Early Termination Fees. The Merchant on whose behalf this Application is being submitted acknowledges that this Application is being submitted to Commercial Bank of California as the Sponsor Bank by PayArc LLC ("ISO") which shall be a party to this Merchant Agreement. Merchant Agreement by the ISO, the Bank is entirely responsible for, and in control of, ISO performance. Merchant acknowledges that ISO and Bank shall rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ISO shall have all the rights of BANK under this Application and Agreement. "In the event that an individual listed on this application is a Canadian resident, PayArc LLC shall have the authority to make any inquiries with any third party we consider necessary to confirm your registration with us. This includes your authorization to order a credit report and verifying the information you provide against third-party databases. In the case of US residents, PayArc LLC shall have this same authority, including your authorization to order a credit report. For purposes of the Merchant Agreement and performance of the Merchant Agreement by the ISO/TPPP, the Sponsor Bank is entirely responsible for, and in control of, ISO/TPPP's performance.

MERCHANT

By (Principal #1): _____ 
Name: _____ Title: _____
By (Principal #2): _____ 
Name: _____ Title: _____

PAYARC

By: _____
Date: _____
Name: _____
Title: _____


BANK


By: _____
Date: _____
Name: _____
Title: _____

By signing above Merchant further acknowledges that they have read, understand and agree to be bound by the terms of PCI Compliance as described on this site: <http://www.visa.com/cisp>

5. 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 ISO and Bank the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that ISO or Bank can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the 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 ISO or Bank agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ISO or Bank 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 ISO, Merchant, or Bank under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ISO or Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ISO and Bank each may delay enforcing any of its rights under this Guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ISO and Bank each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the Bank; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either ISO or the Bank 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 or affiliate of Merchant.

By (Principal #1): _____ 
Date: _____
Name: _____

By (Principal #2): _____ 
Date: _____
Name: _____

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Initials: _____ 

6. CORPORATE RESOLUTION

_____, the duly elected, qualified and acting _____ of a _____, a _____ (the "Company"),
Corporate Secretary Officer Title Legal Corporate Name of Co Incorporation Status

Do hereby certify as follows: The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company: WHEREAS, the Company desires to enter into the Merchant Agreement with Commercial Bank of California Corporation, a California state chartered bank ("Bank") and PayArc LLC, ("ISO"), a Connecticut limited liability company; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank and ISO will provide certain credit card financing and processing for Visa, MasterCard, and Discover® credit card purchases made by the Company's customers; WHEREAS, pursuant to the terms of the Merchant Agreement, (a) the Company may be required to establish a Reserve Account (as defined in the Merchant Agreement) and (b) Bank may require the Company to direct certain funds relating to credit card purchases to such Reserve Account; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank may require the Company to execute instruments evidencing Bank's security interest in the Operating Account (as defined in the Merchant Agreement) and Reserve Account; and WHEREAS, pursuant to the terms of the Merchant Agreement, the Company is required to comply with strict requirements concerning the processing of credit card transactions and the sale of the Company's products. NOW, THEREFORE, BE IT RESOLVED, that the Merchant Agreement by and among the Company, Bank and ISO, pursuant to which Bank and ISO shall act as the Company's exclusive provider of Visa, MasterCard, and Discover credit card financing and processing services, is hereby approved and adopted in the form considered in connection with resolutions, together with such additions, changes or modifications as may be deemed necessary, advisable or appropriate by the officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Company is/are hereby authorized to establish (a) an Operating Account into which funds from credit card sales by the Company will be directed, and (b) if necessary, a Reserve Account into which funds from credit card sales by the Company may be directed by Bank in accordance with the provisions of the Merchant Agreement; RESOLVED FURTHER, that the Company hereby grants Bank a security interest in the funds held by the Company in the Operating Account and Reserve Account, and the appropriate officer(s) of the Company is/are hereby authorized to execute all documents reasonably required by Bank to perfect such security interests; RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to enter into such additional agreements, and take such additional actions as may be reasonably required by Bank or ISO in connection with the Merchant Agreement; and RESOLVED FURTHER, that the Secretary/managing member/general partner (circle one) of the Company is hereby authorized to deliver to Bank and ISO a Certificate (i) identifying the officers of the Company, (ii) verifying the signatures of such officers, and (iii) certifying a copy of these resolutions, and Bank and ISO are hereby authorized to rely on such Certificate until formally advised by a like certificate of any changes therein, and is hereby authorized to rely on any such additional certificates.

Each person listed below (an "Officer") (i) holds the office in the Company indicated opposite his or her name on the date hereof; (ii) the signature appearing opposite his or her name is the genuine signature of each such officer; (iii) each such Officer, acting individually, is authorized to execute and deliver the Merchant Agreement and each of the agreements and documents contemplated by the Merchant Agreement (collectively, the "Transaction Documents") on behalf of the Company; and (iv) each such Officer, acting individually, is authorized to perform the Company's obligations under the Transaction Documents on behalf of the Company.

By (Principal #1): _____
Date: _____
Name: _____

By (Principal #2): _____
Date: _____
Name: _____

In Witness Whereof, I have executed this Certificate this _____
(Date)

By: _____
(Corporate Secretary or Print Other Title as well)

SCHEDULE A - CARD, SERVICE, AND EQUIPMENT/SOFTWARE

As of the date of this Agreement, Merchant has requested, and Bank has approved Merchant's use of the following services:

- Authorization services for Visa, MasterCard, Discover, American Express, Diners Club, and JCB
- Transaction processing services for Visa, MasterCard, Discover, American Express, Diners Club, and JCB
- Cardholder Address Verification

SCHEDULE C - PRICING

All payment types will be submitted for approval unless specific card types are selected below:							
<input type="checkbox"/> Visa Credit	<input type="checkbox"/> Mastercard Credit	<input type="checkbox"/> Discover Credit	<input type="checkbox"/> Visa Debit	<input type="checkbox"/> Mastercard Debit	<input type="checkbox"/> Discover Debit	<input type="checkbox"/> American Express	
DISCOUNT RATE (check box of just ONE of the discount rate programs [Tiered/Interchange+/Bundled/Cash Discount])							
<input type="checkbox"/> Tiered Pricing Visa/MC	Visa/MC	Amex	Discover	Debit ⁸	<input type="checkbox"/> Interchange + Pricing	Interchange + Authorizations	
Qualified ¹ :					Visa/MC:	Visa/MC:	
Mid-Qualified ² :					Amex:	Amex:	
Non-Qualified ⁴ :					Discover:	Discover:	
Tiered Transactions	Visa/MC	Amex	Discover	Debit ⁸	<input type="checkbox"/> Bundled Rate	Bundled Authorizations	
Qualified Authorizations:					<input type="checkbox"/> Flat Rate ⁶ :	Authorizations ⁷ :	
Mid-Qual Authorizations ³ :					<input type="checkbox"/> Cash Discount Rate:	Cash Discount Fee:	
Non-Qual Authorizations ⁵ :							
OTHER FEES				OTHER FEES		MONTHLY FEES	
Bank Sponsor Fee:				Debit Card Auth's		Minimum Monthly Fee:	
Amex Sponsor Fee:				EBT Auth's:		Monthly Fee:	
Batch Fees:				Account Updater:		PCI Fee:	
Chargebacks:				Gateway Transactions:		Gateway:	
Reversal:				Per ACH Reject:		Risk Analysis:	
Retrievals:				Ethoca/Verifi Alerts:		Web Monitoring:	
Arbitration:				Rapid Dispute Resolution (RDR):		Account Updater:	
Voice Auth's:				Other:		POS Fee:	
Declines:				Comments:		Terminal Fee:	
Refunds:						Statement Fee:	
AVS:						Other:	

1 Value represents the qualified rate applied to all transactions.

2 Value is applied above true interchange, assessments and bank costs for Mid-Qualified transactions, in which it is charged in addition to the "Qualified Rate" for any Mid-Qualified transactions.

3 Charged in addition to Qualified transactions.

4 Value is applied above true interchange, assessments and bank costs for Non-Qualified transactions, in which it is charged in addition to the "Mid-Qualified Rate" for any Non-Qualified transactions

5 Charged in addition to the Mid-Qualified transactions.

6 Value represents discount rate to be charged on all transactions, regardless of qualification level.

7 Value represents transaction fee to be charged on all transactions, regardless of qualification level.

8 Value represents the qualified rate applied to all debit card transactions.

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Initials: _____

Please...
INITIAL HERE

SCHEDULE D – MOTO / INTERNET QUESTIONNAIRE

1. Will you accept payment for products/services on your Web site? Yes ☐ No ☐ or I do not have a website ☐. 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 % 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. When do you charge the customer? Shipment/Completion of Service ☐ Order ☐
8. In the case where a product is shipped, is the shipment traceable? Yes ☐ No ☐
9. Is a delivery receipt requested? Yes ☐ No ☐
10. What is 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 ☐
 - a. 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, State, Zip, Country)
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 ☐
15. If Yes, who are they and what do they do? Use separate sheet.
16. How do you advertise? (Catalogs, magazines, TV, Internet, etc.) List all that apply _____.
17. Who enters credit card information at time of payment? Consumer ☐ Fulfillment Center ☐ Merchant ☐
18. Is your processing seasonal (mild fluctuations can be answered as "No")? Yes ☐ No ☐
 - a. If Yes, please check the busiest months.
Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ June ☐ July ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec ☐
19. Do you take payments for memberships, subscriptions, or packages? Yes ☐ No ☐
 - a. If Yes, please provide the usual breakdown of transactions (by % of total sales) and their respective price points. _____ %
20. If packages or memberships are sold, what is the average amount of time it takes a customer to use up their package? _____
21. If subscriptions are sold, how do you manage the recurring payments? Payarc's Vault Module ☐ Other: _____
22. 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 ☐
23. Do you want to capture the Card Validation Value (CVV) from the back of the card on any of your transactions? Yes ☐ No ☐ If Yes, we will decline the transaction if the CVV value does not match.
24. Do you want to perform Verified by Visa or MasterCard SecureCode with any of your transactions? Yes ☐ No ☐ If No, are you interested in implementing this fraud mitigation tool through PayArc? Yes ☐ No ☐

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Initials: _____



APPENDIX A TO § 1010.230

Certification Regarding Beneficial Owners of Legal Entity Customers

I. GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver’s license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

b. Name and Address of Legal Entity for Which the Account is Being Opened:

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number ¹

(If no individual meets this definition, please write "Not Applicable.")

¹ In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer).
or
- Any other individual who regularly performs similar functions.
(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number ¹

¹ In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, _____ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: _____  Date: _____

Legal Entity Identifier _____ (Optional)