MERCHANT APPLICATION / AGREEMENT

PROCESSOR

electronic merchant systems

Electronic Merchant Systems
250 West Huron Rd, STE 400
Cleveland, OH 44113

Phone: 800-726-2117
Fax: 216-674-3110
www.emscorporate.com

Office use only:

MCC: _____ Office No.: 5546 Branch Code: _____ Rep Code: _____ MID: _____

BANK DISCLOSURE

The account number assigned to Merchant indicates which Bank accepted Merchant's offer to procure the Services.

BMO Harris Bank

BMO Harris Bank, NA
Cincinnati, OH
8500 Governors Hill Rd
Cincinnati, OH 45249

847-240-6600
Account no. starts with 565 or 564

Central Bank of St. Louis

Central Bank of St. Louis
St. Louis, MO
7707 Forsyth Blvd
St. Louis, MO 63105

314-862-8300
Account no. starts with 278 or 557

ESQUIRE BANK

Esquire Bank, NA
Jericho, NY
100 Jericho Quadrangle,
STE 100
Jericho, NY 11753
800-996-0213
Account no. starts with 633

Merrick Bank

Merrick Bank
South Jordan, UT
135 Crossways Park Dr N,
STE A
Woodbury, NY 11797
800-267-2256
Account no. starts with 632

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES 1. A Visa or MasterCard Member is the only entity approved to extend acceptance of Visa or MasterCard products directly to a Merchant. 2. A Visa or MasterCard Member must be a principal (signer) to the Merchant Agreement. 3. The Visa or MasterCard Member is responsible for educating Merchants on pertinent Visa or MasterCard Operating Regulations with which Merchants must comply. 4. The Visa or MasterCard Member is responsible for and must settle funds with the merchant. 5. The Visa or MasterCard 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. (To review requirements go to ***www.Visa.com***, select Run Your Business, Visa Security, For Merchants, Explore CISP Website; go to ***MasterCard.com***, select Merchants, Safety Security, Security Requirements, Learn about the PCI Data Security Standard; and / or contact our customer service team.) 2. Maintain fraud and chargeback ratios below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa and MasterCard Operating Regulations. (Go to ***www.Visa.com***, select Small Business and Merchants, select Operations and Risk Management, select Rules for Visa Merchants to view requirements. Go to ***MasterCard.com***, select Merchants, MasterCard Rules to view requirements.) 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 or MasterCard Member (Acquirer) is the ultimate authority should the merchant have any problems.

Signature _____

FOR CALIFORNIA RESIDENTS' PRIVACY POLICY AND NOTICES, SEE TERMS AND CONDITIONS SECTION 30.

BUSINESS NAME(S)

Corporate or Legal Name

Type of Ownership
☐ Sole Proprietor or Single Member LLC ☐ Corporation ☐ Partnership ☐ LLC

Doing Business As

Federal Tax ID (Nine Digits)

Authorized Contact Person

Corporate Address

City | **County** | **State** | **Zip**

Telephone Number ( ) **Fax Number** ( )

Location Address (where transactions take place)
■ Same as Corporate

City | **County** | **State** | **Zip**

Telephone Number ( ) **Fax Number** ( )

BANK INFO

Business Email Address
@ZBSSOLUTIONS.COM

Mail To
☐ Corporate ■ Location

Web Address

Bankcard Depository Bank

Routing #

Account #

MERCHANT PROFILE

Year Business Established: 2024

No. Locations: 1

Length of Ownership YRS 1 MOS

Length at Location YRS 1 MOS

Type of Business
☐ Retail ☐ Internet ☐ Restaurant w/Tip
☐ Lodging ■ Service ☐ Trade/Craft Shows
☐ Mail/Phone Order

Type of Goods Sold
MASSAGE SPA

CREDIT CARD TRANSACTION PROFILE

Type of Sales: Must Total 100%

On Premise Sales	100 %
Off Premise Sales	%
Mail Order	%
Telephone Order	%
Internet	%

Origination of Transactions: Must Total 100%

Sales Swiped	98 %
Sales Keyed	2 %

Maximum Monthly Sales Volume: $ 15000

Average Ticket Size: $ 150

Highest Ticket Size: $ 300

PROCESSING HISTORY

Has the business or any associated owner ever been terminated as a VISA® / MasterCard® / Discover® / American Express® merchant?	☐ YES ■ NO
Do you currently accept VISA® / MasterCard® / Discover® / American Express®? If YES, please submit 3 most current monthly statements.	☐ YES ■ NO
Are there third parties/payment applications involved with your payment process? If YES, identify. _____	☐ YES ■ NO
Is your business PCI compliant?	☐ YES ☐ NO
Has your business had any ongoing or prior data compromise investigations?	☐ YES ■ NO
Has the business been previously identified with Visa Risk Programs? If YES, when and what program. _____	☐ YES ■ NO

OWNERS AND OFFICERS

You must provide the name, date of birth, address and social security number of (i) each person who directly or indirectly owns 25% or more of the business, and (ii) if not a listed owner, at least one person with significant responsibility for managing the business. Failure to do so may result in immediate termination of your account, as well as penalties for violation of Financial Crimes Enforcement Network Anti Money-Laundering rules. Attach additional sheets if necessary. Bank or EMS may perform investigations to validate this information.

Name (1) | **SSN** | **Title** OWNER

Residential Address | **City** | **State** | **Zip** | **Email Address*** @ZBSSOLUTIONS.COM | **Time at Residence** ■ OWN ☐ RENT YRS 1 MOS

Drivers License or State ID No. | **State of Issue** | **Equity Ownership** 100 % | **Management Responsibility?** ■ Yes ☐ No | **Date of Birth** / / | **Residence Telephone*** ( ) | **Mobile Phone*** ( )

Name (2) | **SSN** | **Title**

Residential Address | **City** | **State** | **Zip** | **Email Address*** | **Time at Residence** ☐ OWN ☐ RENT YRS MOS

Drivers License or State ID No. | **State of Issue** | **Equity Ownership** % | **Management Responsibility?** ☐ Yes ☐ No | **Date of Birth** / / | **Residence Telephone*** ( ) | **Mobile Phone*** ( )

* By providing your residence telephone number, mobile telephone and email you agree that the Bank or EMS may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further consent to receiving emails at any e-mail address you provide the Bank or EMS or use other electronic means of communication to the extent permitted by law. Consent may be revoked at any time and by any reasonable means.

MERCHANT SITE INSPECTION REPORT

THIS SECTION MUST BE COMPLETED AND SIGNED BY SALES REPRESENTATIVE

Merchant Location ■ Shopping Center ☐ Retail Storefront ☐ Residence ☐ Mobile Merchant ☐ Office Building
Area is Zoned ■ Commercial ☐ Residential ☐ Industrial
Square Footage ☐ 0-250 ☐ 251-500 ■ 501-2000 ☐ 2001+
Does the inventory, merchandise, and staff appear to be consistent with the type of business? ■ YES ☐ NO
If no, Explain:

General Comments by Inspector

I hereby verify that I ☐ **have** ☐ **have not** physically inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge.

Signature of Rep/Inspector

Date / / 2024

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MERCHANT APPLICATION / AGREEMENT

AMERICAN EXPRESS

☒ By checking this box, Merchant elects to accept payments via American Express (Ineligible Merchants will not be enrolled). Merchant may opt out of accepting American Express Cards at any time without directly or indirectly affecting its rights to accept other Cards. Merchant No. _____ (If currently accepting American Express).

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

SCHEDULE OF FEES

☐	VISA®/MasterCard®/Discover®	Discount	____% + ____¢	Transaction	$ 25.00	Monthly Access
☐	American Express®	Discount	____% + ____¢	Transaction	$ 10.00	Monthly 100K Data and Breach Protection
☐	Interchange Plus	Discount	____% + ____¢	Transaction	$ 0.00	Monthly Minimum Bank Card Discount
☐	Pin Debit Network $7.50 Monthly, plus	Discount	____% + ____¢	Transaction	$ 0.00	Semi-Annual Technology Upgrade and Update
☒	Other Rates V/MC/DS/AMEX	FLAT	____% + ____¢	Transaction	$ 0.00	Voice ARU / $0.30 Batch Headers / $0.75 EBT Transactions /
☒	Other Rates NO D&A FEES		____% + ____¢	Transaction	$ 0.00	Address Verification Service Transactions
☒	Other Rates NO BATCH HEADER FEES		____% + ____¢	Transaction	$ 0.00	Monthly Cellular Transaction Fee + $0.10/Transaction
☐	Other Rates		____% + ____¢	Transaction	$ 0.00	Third Party Authorization Fee per Transaction
☐	Other Rates		____% + ____¢	Transaction		
☐	eCommerce	Monthly $ ____	Trans $ ____		☐ Platinum Service Club $10.00	
☐	MaxxPay	Monthly $ ____	Trans $ ____			

For VISA®/MasterCard®/Discover® Credit Card and Unregulated Signature Debit Transactions, additional charge of $0.10 and 2.35% of sales amount for Transactions that do not meet the Best Qualified Interchange rate qualification criteria. Merchant will be charged fees of $25.00 per retrieval request, $45.00 per Chargeback ~~and pre-arbitration Chargeback, $45.00 for each pre-dispute claim through any third party pre-dispute resolution company, and~~ $25.00 per returned ACH item. For restaurants, supermarkets, hotel, passenger transport and gas station merchants, Transactions using standard, reward, enhanced, and world Visa/MasterCard Credit Cards and Unregulated Signature Debit Cards will be surcharged 0.95%. Card Brands' network Transaction fees, assessments and $0.10 will be charged to the Merchant on every Transaction. PIN Debit fees include base switch, Acquirer, Interchange and Authorization expenses. ~~All Signature Debit Card sales will be surcharged $0.10 per Transaction.~~ Regulated Signature Debit Card Transactions will process at the Lowest Qualified Credit Card rate unless otherwise specified. Unregulated Signature Debit Card Transactions will process at the corresponding Credit Card rate unless otherwise specified. Merchant will pay all applicable Card Brand registration fees. Any "Interchange Plus" rates shall apply to Visa, Master Card, Discover and American Express unless otherwise indicated. Merchant agrees to comply with PCI Council Data Security Standards (hereinafter defined) within 90 days after signing this Agreement. Failure to do so will result in an additional $50.00 monthly fee until Merchant becomes compliant. Section 9 of this Agreement provides more detail as to how Merchant fees contained in this Schedule of Fees, as amended from time to time, are calculated. This Schedule of Fees does not provide all information pertinent to this Merchant Agreement. Merchant acknowledges having received and reviewed a copy of this Agreement and hereby accepts all of its terms including the accompanying Terms & Conditions.

THE ABOVE SCHEDULE OF FEES IS PREDICATED ON THE BUSINESS' AVERAGE MONTHLY SALES VOLUME, AVERAGE TICKET SIZE AND HIGHEST TICKET SIZE DISCLOSED HEREIN. OFFICERS AND OWNERS OF MERCHANT WARRANT THAT THOSE ARE ACCURATE AND ACKNOWLEDGE THAT ANY VARIANCE MAY RESULT IN THE DELAY OR THE WITHHOLDING OF FUNDS SETTLEMENT OR TERMINATION OF THE MERCHANT AGREEMENT.

~~THIS IS AN AUTOMATICALLY RENEWABLE 24 MONTH MERCHANT CONTRACT. CANCELLATION DURING THE TERM WILL RESULT IN A $595.00 EARLY TERMINATION FEE.~~

AGREED AND ACCEPTED

All information contained in the attached Merchant Application was provided by owners and/or authorized officers of Merchant, who hereby represent and warrant that all such information and documentation submitted in connection with this Merchant Application is true, complete and correct No spaces were left incomplete. N/A or None is to be filled in any space where applicable.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. 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. Merchant consents to the Bank or EMS pulling a business credit report and/or performing an Investigative Business Report in connection with the attached Application and on a continuing basis in connection with the maintenance, renewal, or extension of this Agreement or any business credit granted hereby.

Merchant hereby irrevocably authorizes Bank and EMS to initiate debit/credit entries to Merchant's checking account via Automated Clearing House transactions in accordance with this Merchant Agreement. This authority shall survive the termination of this Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreement applying to POS terminal, accompanying equipment, check guarantee fees and/or gift card / loyalty program fees.

Merchant acknowledges that its obligations to EMS and Bank under this Agreement relate to EMS' processing of transactions on behalf of Merchant and that, as such, this Agreement is solely for commercial and business purposes, and not for personal, family or household purposes.

Merchant acknowledges having received and read a copy of this Agreement, including the attached Terms and Conditions which are incorporated herein by reference, that it agrees to be bound by the Agreement and all of its terms, and that the Agreement shall not be effective until approved by Bank and EMS.

For Ohio applicants: You understand that the Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Print Merchant Legal Name _____

(1) Sign X _____ OWNER _____ //2024
Title Date

(2) Sign X _____
Title Date

CORPORATE RESOLUTION

The officers identified in #1 and #2 have the authority to execute the Merchant Agreement with BANK and EMS on behalf of the corporation.

Sign X _____ OWNER _____ //2024
Title Date

PERSONAL GUARANTY FROM OWNER/OFFICER

In consideration of BANK and EMS entering into this Merchant Agreement ("Agreement") with the above named Merchant, the undersigned (jointly and severally if more than one) hereby absolutely and unconditionally guarantee(s) the full and prompt payment by MERCHANT of any and all amounts it owes to BANK and EMS, and the performance of all MERCHANT'S obligations, under this Agreement as may be subsequently amended from time to time, whether before or after termination or expiration of the Agreement. This Guaranty is a guaranty of payment, and not of collection, and a debt of the undersigned guarantor(s) for his or her own account. The undersigned guarantor(s) agree(s) to pay or perform upon demand and waive(s) any notice, presentment, demand, collection from others or any delay in enforcement. This Guaranty includes (i) any amount returned by the BANK and EMS after receipt due to any bankruptcy or similar law and (ii) BANK's and EMS's expenses including attorney fees and costs. Any sums owing by the MERCHANT to the undersigned guarantor(s) shall be subordinated to sums owed to BANK and EMS. This Guaranty is continuing, binding upon heirs and successors and may not be changed except in writing and signed by BANK and EMS. The undersigned hereby authorize(s) BANK and EMS to obtain from any credit reporting agency financial or credit information pertaining to the undersigned and give(s) BANK and EMS continuing authority to obtain such information in connection with the maintenance, renewal or extension of the Agreement. Guarantor(s) acknowledge(s) and agree(s) that this guaranty is made as part of a transaction that is solely for business and commercial purposes and is not primarily for personal, family, or household purposes.

Each Guarantor agrees to be bound by this Agreement, including the attached Terms and Conditions, and agrees that (i) the personal jurisdiction and exclusive venue of any claim shall lie in the federal or state courts of Cuyahoga County, Ohio, (ii) any Arbitration shall exclusively and solely be held in Cleveland, Ohio, and (iii) all objections to said jurisdiction are hereby waived.

(1) Sign X _____ //2024 _____
NO TITLE PERMITTED Date PLEASE PRINT NAME

(2) Sign X _____ _____
NO TITLE PERMITTED Date PLEASE PRINT NAME

APPROVAL

This Agreement shall be effective only upon (i) acceptance and/or signature by EMS, and (ii) the approval of Bank (as evidenced here or elsewhere). Merchant's submission of transactions under this Agreement shall constitute Merchant's acknowledgment of acceptance of this Agreement by Bank and EMS.

EMS Approval: _____
Signature Title Date

Bank Approval: _____
Signature (if required) Title Date

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MERCHANT NAME _____

THIS MERCHANT AGREEMENT (the "Agreement"), which includes these Terms and Conditions and the attached Merchant Application (the "Application"), is made and entered into by and among BMO Harris Bank, a national banking association, Central Bank of St. Louis, a national banking association, Esquire Bank National Association, a federally chartered bank, or Merrick Bank, a Utah state chartered bank, depending upon which such institution is settling Transactions for Merchant as described in the Application ("Bank"), Electronic Merchant Systems, LLC, an Ohio limited liability company ("EMS"), and the undersigned Merchant ("Merchant") and its guarantor(s).

WHEREAS, Bank is engaged in the business of providing sponsorship and settlement services to Merchants that accept Visa®, U.S.A., Inc. ("Visa"), or MasterCard® International, Inc. ("MasterCard") cards for payment for goods and/or services sold, rented or rendered by Merchant; and

WHEREAS, EMS is registered with Visa as an Independent Sales Organization, with MasterCard as a Member Service Provider, with Discover® Financial Services ("Discover") as an acquirer, and with American Express® Travel Related Services Company, Inc. ("American Express") as an OptBlue® Participant Sales Entity (American Express, Discover, Visa and MasterCard, each a "Card Brand", and, collectively with any other card brands, the "Card Brands," and any valid credit or debit card of the Card Brands, or any valid off-line debit card, a "Card") and has agreed with the Bank to provide credit card processing, authorization and related services for Merchants that use Bank's settlement services for Card transactions (individually, a "Transaction", and, collectively, "Transactions"); and

WHEREAS, Merchant desires to use the services of Bank and EMS to authorize, process and settle Transactions undertaken by any authorized user of a Card (collectively, the "Services") in accordance with the rules, regulations, procedures and requirements imposed or adopted by Visa, MasterCard, Discover, American Express or other Card Brands as amended from time to time (the "Rules") and on the terms and conditions hereinafter set forth; and

WHEREAS, as described in the Application's Schedule of Fees or in other separate documentation, Merchant desires to utilize other products or services offered by EMS or its affiliates, but not by or through Bank, including but not limited to the sale, lease or license of Point of Sale ("POS") devices, software or related equipment, or the provision of web hosting services, gift card services, customer loyalty cards and systems (the "Non-Bank Services").

NOW, THEREFORE, in consideration of the foregoing and of the representations, covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

1. Honoring/Acceptance of Cards. Merchant shall honor and accept, without discrimination, all valid Cards when properly presented as payment by a cardholder or authorized user and upon obtaining authorization for each Transaction in advance from the authorization center in accordance with the terms and conditions of this Agreement. The Rules establish two categories of Visa Cards (Debit Cards and Credit Cards), and allow a merchant to accept one category and not another ("Limited Acceptance"). Merchant shall not engage in Limited Acceptance unless clearly identified on the Schedule of Fees, approved by Bank and EMS, and registered with Visa as required by the Rules. Merchant shall not accept a Card for any unlawful transaction. Merchant will submit all authorized Transactions for its business exclusively to Bank and EMS. Merchant will pay all Card Brand fines, fees, costs and all other assessments or indebtedness however labeled or defined levied by Card Brands and/or regulatory agencies to Bank or EMS which are attributable, at the Bank's or EMS' discretion, to Merchant's transaction processing or business, and Merchant agrees its obligations hereunder, and any costs, fines, penalties, assessments and other amounts relating thereto incurred by Bank or EMS, shall be deemed direct, not a penalty, indirect or consequential, damages, and shall be collectible from Merchant notwithstanding any provision in this Agreement to the contrary. Merchant shall not indicate that Visa, MasterCard, Discover, American Express or any other Card Brand endorses its goods or services. Merchant has no right to use the proprietary name and/or symbol of Bank, Visa, MasterCard, Discover or American Express except during the term of this Agreement, or until Merchant is notified by Bank, Visa, MasterCard, Discover or American Express to cease such usage, and only to the extent the materials containing such are provided to Merchant by EMS or Bank and/or are approved in advance by EMS or Bank. Merchant and its guarantor(s) are jointly and severally liable for the obligations of Merchant's establishments under this Agreement.

2. Point of Sale Devices. (a) Merchant shall utilize and maintain, at Merchant's expense, POS devices and terminal(s), proprietary software and related equipment approved by Bank and EMS for all Transactions, in a format and medium of transmission acceptable to Bank and EMS. Merchant will implement the Integrated Circuit Card Specifications for Payment Systems (global payment industry specifications that describe the requirements for interoperability between chip based consumer payment applications and acceptance terminals to enable payment, also referred to as "EMV") when required by EMS, Bank or a Card Brand, and such implementation may require upgrade or replacement of terminal or point of sale hardware and software. Bank and EMS shall have no liability or responsibility for any negligent design or manufacture of any POS terminal or printer, or for any proprietary software or related equipment; EMS' entire liability, if any, and Merchant's exclusive remedy in all situations, shall be to perform repair services on any inoperative POS terminal or printer sold or leased by EMS. (b) Merchant shall record each transaction by "swiping" the card through the POS terminal whenever possible. Merchant acknowledges that each outlet, retail location, or business entity will have its own POS terminal and Merchant identification number. Merchant understands and agrees that sales completed at one location cannot be processed through a terminal at another location. (c) In the event of breakdown of the POS terminal or other system failure, Merchant shall immediately contact the designated Merchant Help Desk. In such case, Merchant shall imprint each sales draft with the embossed data from each card and Merchant's imprinter plate and obtain the cardholder's or authorized user's signature which must match the signature on the card. If Merchant uses an electronic printer connected to a POS terminal, Merchant must still obtain the cardholder's or authorized user's signature on the printed sales draft. As soon as a POS Terminal is operable, Merchant will enter all transactions engaged in during such period. Failure to comply with these requirements may result in a Chargeback. (d) Merchant is responsible for all telephone and communication fees and charges with respect to POS terminals.

3. Card Brand and Payment Card Industry Rules. (a) Merchant shall fully comply with and abide by the Rules including without limitation the following which Merchant acknowledges are strictly enforced by Visa, MasterCard and American Express: (i) any use of a mark by Merchant in acceptance advertising, acceptance decals, or signs, must be in accordance with the Rules as may be in effect from time to time; (ii) Merchant's use or display of any mark will terminate effective with the termination of the Merchant Agreement or upon notification by the Card Brand to discontinue such use or display; (iii) Merchant will adequately display the Visa, MasterCard, Discover or American Express service marks, and, if applicable, on promotional materials to inform the public which Cards are to be honored at Merchant's place of business; (iv) Merchant will refrain from establishing or implementing procedures that discourage, favor, or discriminate against the use of any particular Card; (v) Merchant will refrain from establishing minimum or maximum transaction amounts as a condition for accepting Cards, except as allowed by the Rules; (vi) Merchant will refrain from imposing any surcharge or fee or any other special conditions for accepting a Card (except as permitted by the Rules); (vii) unless permitted under the Rules, Merchant will refrain from requiring a cardholder to provide any personal information, such as a home or business address or telephone number, or a driver's license or other proof of identification as a condition of honoring a Card, unless instructed by the authorization center (with exceptions for a mail/telephone order or delivery required transaction and zip code for a card-present key-entered transaction in order to obtain address verification); (viii) Merchant shall not require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ix) Merchant shall not resubmit any Transaction that was previously disputed or charged back to the merchant, irrespective of cardholder approval; (x) Merchant shall not accept a Card to collect or refinance existing debt that has been deemed uncollectible or that represents collection of a dishonored check; (xi) Merchant shall not request or use a customer's card number for any purpose other than for payment for its goods or services; (xii) Merchant shall not disburse funds in the form of travelers cheques, if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from the Merchant; (xiii) Merchant shall not disburse funds in the form of cash, unless permitted by the Rules; (xiv) Merchant will include any taxes and any handling or other fees that Merchant collects in the total transaction amount as opposed to collecting them separately in cash or processing them as additional transactions (it being understood that Merchant is responsible for the payment of all taxes applicable to Transactions); (xv) Merchant will refrain from accepting a Card for any unlawful Internet gambling transaction; (xvi) Merchant may not accept cardholder payments for previous Card charges incurred at the merchant location; (xvii) Merchant may not accept a card for the purchase of Scrip; (xviii) Merchant will comply with the Rules relating to cardholder information security issues, non-disclosure of cardholder information and Transaction documents, retention and storage of cardholder and Transaction information, and other security procedures adopted by the Card Brands or the Payment Card Industry Security Standards Council (the "PCI Council") , (xix) Merchant may not request the Card Verification Value 2 (CVV2) data on any paper order form, or store CVV2 information subsequent to authorization; (xx) all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's establishments and free of liens, claims, and encumbrances other than ordinary sales taxes. (b) The PCI Council has implemented programs and standards to protect cardholder data. The PCI Council Data Security Standards ("DSS") as they change from time to time apply to Merchant and its agents. A copy of the complete PCI Council DSS can be obtained online at www.pcisecuritystandards.org. (c) Visa, MasterCard, Discover and American Express have implemented programs to protect cardholder data. The Visa Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection Program ("SDP") apply to Merchant if Merchant processes or stores cardholder data as a result of internet or mail/telephone acceptance of Visa or MasterCard Card account information. A copy of the complete Visa CISP manual and a Self-Assessment Worksheet can be obtained online at www.visa.com/cisp. Along with the MasterCard SDP, these materials can also be obtained from EMS's customer service department. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. (d) Merchant shall abide by and fully comply with the Rules, DSS, CISP, SDP, DSR, and any other applicable Card Brand programs and standards. To the extent they require Merchant to do so, but without limiting any other requirements imposed by the foregoing, Merchant agrees to: (i) install and maintain a working network firewall to protect data accessible via the internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data by business "need to know"; (vii) assign a unique ID to each person with computer access to data; (viii) refrain from using vendor-supplied defaults for system passwords and other security parameters; (ix) track and monitor access to data by unique user ID; (x) maintain a policy that addresses information security for employees and contractors; (xi) restrict physical access to cardholder information; and (xii) regularly test security systems and processes. If Merchant does not comply with such programs, then, among other things, Visa, MasterCard, Discover, American Express and other Card Brands may impose restrictions and/or fines on Merchant, and/or prohibit Merchant from participating in Visa, MasterCard, Discover, American Express or other Card programs. Merchant may be required to submit to an audit to verify compliance with security procedures. (e) Merchant acknowledges that the sale or disclosure of cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank and EMS, and each applicable Card Brand, issuing bank and cardholder, Merchant must not use, disclose, sell or disseminate any cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection with a sales draft and/or credit record) except for purposes of authorizing, completing, and settling Transactions, and resolving any Chargebacks, retrieval requests, or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. (f) Merchant shall use proper controls for discarding all records containing cardholder account numbers and Card imprints, and shall limit access to, and render unreadable, such records prior to their being discarded. Merchant may not retain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a cardholder, Merchant may not reproduce such signature except upon the specific request of Bank or EMS. Merchant shall store all media containing cardholder names, cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel. Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain cardholder account numbers, personal information, or Transaction information to third parties, and shall return the information to Bank or EMS and provide acceptable proof of destruction to Bank and EMS. Merchant agrees to keep all information it receives from its customers confidential and only use it in connection with the transactions processed under this Agreement. Merchant further agrees to refrain from disclosing or distributing, in any way, any such information to any third party for any purpose except with the prior express consent of the customer. Merchant shall notify and provide information to Bank and EMS regarding its use of any service provider that will have access to cardholder data. Merchant must validate that any such service provider(s) are certified as compliant with DSS, CISP, SDP, DSR and similarly established data security standards, and shall assume responsibility for any failure by such service provider(s) to comply with the Rules. If Merchant utilizes any third party processor, Bank shall have no liability to fund Transactions hereunder that are not properly delivered by such third-party processor to the Card Brands. Merchant assumes responsibility for any failure by any third party processors to comply with applicable laws and Rules.

4. Mail, Telephone, E-Commerce (Internet), Recurring and Pre-Authorized Transactions. (a) Merchant understands that mail, telephone and e-commerce (internet) Transactions have a substantially higher risk of Chargeback and cardholder dispute than Card "present" Transactions, as Merchant will not have an imprinted or magnetically "swiped" Transaction with the cardholder's signature on the sales draft. Bank and EMS discourage accepting mail or telephone orders and other Transactions in which the Card is not

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presented by the cardholder in person. Merchant may engage in mail, telephone and e-commerce Transactions only if it requested to do so in the Application and only for the approved percentage of Merchant's total monthly sales volume limit reflected for such Transactions on the Application, or as may otherwise have been approved in writing by Bank and EMS. If Merchant exceeds the approved percentages, payment for said Transactions may be withheld by Bank or EMS pending further review. Bank and EMS may make payment of these Transactions at their sole discretion. Bank and EMS reserve the right to establish a Reserve Account pursuant to Section 15 below to fund Chargebacks that may arise from said Transactions. Merchant acknowledges that its failure to disclose true and accurate percentages as part of the Application may result in the establishment by Bank and EMS of a Reserve Account, increased discount rate or fees and transaction fees, or the termination of this Agreement. Merchant hereby covenants that all of its Transactions will comply fully with all applicable provisions of Federal consumer protection and other laws including, without limitation, the Electronic Fund Transfer Act, 15 U.S.C. §1601, et seq., the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6101, et seq., the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a, et seq., the Federal Trade Commission Act, 15 U.S.C. §45(a), and any regulations adopted under or in accordance with any such laws. (b) In connection with all mail order Transactions, telephone order Transactions, periodic charges for recurring goods or services to be provided by Merchant ("Recurring Transactions"), preauthorized order Transactions, and e-commerce (internet) Transactions, Merchant will take reasonable precautions to protect against Chargebacks, including, but not limited to the following: (i) delivering merchandise only to the cardholder's billing address where the issuing bank sends the cardholder's billing statement; (ii) using a delivery service that maintains shipping logs and requires signatures by a person receiving merchandise; (iii) using AVS and not processing sales unless all information matches the AVS; (iv) obtaining CVV2/CVC2 verification from the issuing bank; (v) obtaining the expiration date of the Card; and (vi) on the sales draft, clearly print the cardholder's account number, effective and expiration dates, date of Transaction, description of the goods and services, amount of the Transaction (including shipping, handling, insurance, etc.), cardholder's name, billing address and shipping address, Authorization code, and Merchant's name and address. (c) If Merchant processes Recurring Transactions and charges a cardholder's account periodically for recurring products or services (e.g., monthly insurance premiums, yearly subscriptions, annual membership fees, etc.), then in addition to other applicable procedures and the Rules, Merchant must do the following: (i) have the cardholder complete and deliver to Merchant a written request and consent for such products or services to be charged to cardholder's account (such request to specify, at a minimum, the transaction amounts, the frequency of recurring charges, and the duration of time for which the cardholder's consent or permission is granted, and must be provided promptly in response to a cardholder's request for a copy); (ii) if the Recurring Transaction is renewed, the cardholder must complete and deliver to Merchant a subsequent written request for the continuation of such products or services to be charged to the cardholder's account; (iii) Merchant may not complete a Recurring Transaction after receiving a cancellation notice from the cardholder or issuing bank or after a request for Authorization has been denied; (iv) Merchant must obtain an Authorization for each Transaction and type or print legibly on the signature line of the sales draft for Recurring Transactions the words "Recurring Transaction" (and "PO" for MasterCard Transaction) in lieu of the cardholder's signature, and must provide both an invoice number and the appropriate "Recurring Transaction" indicator with each Authorization request; (v) Merchant must perform an AVS inquiry for at least the first Transaction and then annually thereafter, if applicable (Merchant understands that penalties can be assessed by the Card Brands for failure to use the Recurring Payment Indicator); (vi) a Recurring Transaction or Pre-authorized order may not include partial payments for products or services purchased in a single Transaction; and (vii) no finance charge may be imposed in connection with a Recurring Transaction or Pre-authorized order. Pre-authorized Transactions may be submitted if Merchant advises the cardholder that it will be immediately billing his or her Card at the time of the transaction for prepayment of services or for full prepayment of custom-ordered merchandise to be manufactured to the cardholder's specifications. Merchant acknowledges that Transactions with an Authorization date more than thirty (30) days prior to shipping date or date of service are subject to an increased risk of Chargeback. (d) If Merchant is an e-commerce merchant and accepts orders via the internet, in addition to other applicable procedures and the Rules, Merchant must do the following: (i) post its privacy and security policies on its websites, where such policies shall be clearly marked for consumers to see and review; (ii) prominently display the name of the Merchant (as both the identity of the Merchant and as the name that will appear on the Cardholder Statement) on its website along with all the following information: (A) complete description of the products or services offered, (B) returned merchandise and refund policy, (C) method for the cardholder to acknowledge his acceptance of the terms and conditions for returned merchandise or for the refund policy (this acknowledgment to comply with Card Brand guidelines for proper disclosure), (D) customer service contact, including e-mail address and/or telephone number (E) Transaction currency (U.S. dollars, unless permission is otherwise received from Bank and EMS), (F) any applicable export or legal restrictions, (G) delivery policy, (H) consumer data privacy policy, and (I) a description of the Transaction security used on Merchant's website. Merchant acknowledges that the Electronic Commerce Indicator must be used to identify e-commerce Transactions in the Authorization request and clearing record. Penalties may be assessed for failure to use the correct Electronic Commerce Indicator.

5. Fraudulent Sales, Factoring or Laundering. Merchant shall never accept or deposit or enter into its POS terminal a fraudulent Transaction or any Transaction not authorized by the cardholder, or a Transaction made by any entity other than the Merchant. Should Merchant do so, Bank or EMS may immediately terminate this Agreement, have all funds placed into a Reserve Account pursuant to Section 15 below and be placed on the "Combined Terminated Merchant File" as required by the Rules. Said action may result in Merchant's being restricted from settling Transactions with any bank in the future. Merchant hereby releases Bank and EMS and agrees to hold Bank and EMS harmless from any claims, liabilities, losses or damages arising out of or resulting from Merchant's being placed on any such restrictive list.

6. Authorization. Approval by, or on behalf of, a cardholder's bank or the bank that issued the Card (hereinafter, "Authorization") is required on all Transactions. Merchant understands and acknowledges that an Authorization only confirms the availability of the cardholder's credit at the time of the Authorization; it does not warrant that the person presenting the Card is the rightful cardholder, nor is it an unconditional promise, guarantee or representation by Bank or EMS that a Transaction is or will be deemed valid and not subject to dispute, debit or Chargeback (as hereinafter defined). Merchant acknowledges and understands that its floor limit shall be Zero and that all Transactions must be authorized in advance through the authorization center. Merchant shall request Authorization for the exact amount of the Transaction on the date the Transaction takes place by swiping the Card through the terminal or keying the account number, expiration date, amount and address verification ("AVS") information into the terminal. If the electronic Card terminal is not functioning, Merchant may obtain Authorization by telephone, calling the voice authorization phone number provided by Bank or EMS. Merchant must provide the voice authorization center the Card account number, expiration date and the amount of the sale. In order to process any approved voice authorization, when the electronic credit card terminal is functioning, the transaction must be key entered utilizing the "force", "offline", or "post authorization" function. Merchant agrees that in connection with the acceptance of Cards (in addition to, and not in lieu of, other applicable procedures and Rules) it will comply with the following procedures and Rules: (a) it will not accept any Card that is not yet valid or has expired; (b) it will verify that the Card is not stolen, fraudulent or counterfeit; (c) it will use due diligence to verify that a cardholder is authorized to use the Card presented; (d) at the point of sale, it will (i) carefully examine the signature on every Card presented and carefully compare the signature on the Card to the sales record, and (ii) check the date on which the Card becomes valid and the date on which the Card expires; (e) for Card present Transactions when the signature panel for a Visa Card is not signed Merchant shall in addition to requesting an Authorization (i) review positive identification bearing the cardholder's signature to validate the cardholder's identity, (ii) indicate the positive identification, including any serial number and expiration date, on the Transaction receipt, and (iii) require the cardholder to sign the signature panel of the Card prior to completing the Transaction; (f) when the signature panel for a MasterCard Card is not signed and the cardholder refuses to sign the Card, Merchant shall not accept it for a Transaction, but if the cardholder is willing to sign the Card in the presence of Merchant, Merchant shall request two pieces of valid and current identification; and (g) for Visa and MasterCard, a signature panel bearing the words "See I.D." or equivalent language shall be deemed to be blank, and in either case, if such identification is uncertain, or if Merchant otherwise questions or has suspicions regarding the validity of the Card, Merchant shall contact Bank's designated authorization center for instructions. If Authorization is denied, the Transaction shall not be completed and Merchant shall follow instructions from the authorization center, including recovery of Cards by reasonable and peaceful means. Merchant shall retain or retrieve Cards, as required by the Rules, which are expired or for which reasonable grounds exist to believe that such Cards are counterfeit, fraudulent or stolen.

7. Settlement. Merchant agrees to balance and settle its POS device transactions daily and to electronically submit sales no later than the day following the date of Authorization. Transactions submitted for settlement more than one day after the date of Authorization may be refused, become subject to Chargeback or assessed additional fees by Bank and EMS. Transactions charged to a Card issued by a foreign (non-U.S.A.) issuer or a commercial card issued for business purposes may be assessed additional fees. Merchant acknowledges that all transactions between Merchant, Bank and EMS under this Agreement shall be treated as a single transaction and that all settlements are provisional subject to the cardholder's rights under the Rules for disputing charges against the cardholder's account. In submitting transactions to Bank and EMS, Merchant endorses and assigns to Bank and EMS all right, title and interest to such items with rights of endorsement. Bank and EMS have the right to receive payment on all Transactions acquired and Merchant will not attempt to collect any such Transactions. If any payment is received, Merchant will hold it in trust and promptly deliver it to Bank or EMS.

8. Payment. Merchant may not assign to any third party any payments due to it under this Agreement, provided, however, that Merchant may sell and assign future Transaction receivables to EMS, its affiliated entities and/or any other cash advance funding source that partners with EMS or its affiliated entities. Unless the context indicates otherwise, when used in this Section 8, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules). Merchant shall at all times maintain a commercial checking account with Bank or with another financial institution of Merchant's choice acceptable to Bank and EMS that belongs to the Automated Clearing House ("ACH") network, that can accept ACH transactions, and that Bank will use to debit and/or credit funds on a daily or monthly basis ("Merchant's Bank"). Bank will debit Merchant's Designated Deposit Account at Merchant's Bank ("DDA") daily for the Discount Fees. Merchant agrees to cooperate with Bank to help resolve any problems in crediting/debiting Merchant's DDA. Merchant agrees to be bound by the terms of the operating rules of the National Automated Clearing House Association as in effect and modified from time to time. Merchant hereby authorizes Bank to access information from the DDA and to initiate credit and/or debit entries and adjustments to Merchant's DDA by bank wire or ACH transfer process and/or through direct instructions to Merchant's Bank for amounts due under this Agreement and under any agreements with Bank or its affiliates for any related services, as well as for any credit entries in error. Merchant hereby authorizes the Merchant's Bank to effect all such debits and credits to the Merchant DDA. This authorization is without respect to the source of any funds in the DDA, is irrevocable and is coupled with an interest, and shall remain in full force and effect after the termination of this Agreement until Bank gives written notice to Merchant's Bank that all monies due under this Agreement and under any other agreements with Bank or its affiliates for any related services have been paid in full. All settlements for Visa, MasterCard, Discover and American Express Card Transactions will be net of credits/ refunds, adjustments, applicable Discount Fees when due, Transaction Fees, Chargebacks, reserves, lease payments, rental fees, Minimum Discount Fees, or other adjustments, charges and any other amounts then due from Merchant. All credits to Merchant's DDA or other payments to Merchant are provisional and are subject to, among other things, final audit by Bank, Chargebacks (including Bank and/or EMS related losses) fees, assessments, and fines imposed by the Card Brands. Merchant agrees that Bank may debit or credit Merchant's DDA for any deficiencies, overages, fees, fines, charges, and pending Chargebacks, or may deduct such amounts from settlement funds due to Merchant. Merchant hereby also agrees and authorizes Bank in its sole discretion, to debit any other banking account maintained by Merchant for any and all such amounts. Alternatively, Bank and/or EMS may elect to invoice Merchant for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified. Bank and/or EMS cannot guarantee the timeliness with which any ACH payment may be credited by Merchant's Bank. Merchant understands that, due to the nature of the ACH and the electronic networks utilized for the movement of funds and the fact that not all banks belong to the ACH Network, payment to Merchant can be delayed. Bank and EMS will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, by Bank and/or EMS, including but not limited to any Card Brand or Merchant's financial institution. Merchant acknowledges that the funds due for Visa, MasterCard, Discover and American Express Transactions will generally be processed and transferred to the Merchant's DDA within two (2) business days from the time a batch is closed. Bank reserves the right to divert and hold all funds when Bank and/or EMS is investigating suspicious Transactions, the breach of any warranty, covenant, representation, or agreement by Merchant or has reasonable cause to believe that Merchant may have violated a provision of this Agreement, the Rules and/or is engaged in illegal, fraudulent or suspicious activity. In the event that a payment is rejected by Merchant's Bank or fails to arrive within five (5) business days after Bank's attempted ACH payment, Bank may periodically wire transfer any funds due Merchant until the ACH problem is resolved, and all such wire transfers and resolution of all issues shall be solely at the Merchant's expense. If Merchant receives settlement funds by wire transfer, Bank and/or EMS may charge a wire transfer fee per wire, which fee will not be subject to refund. Not all fees will be debited on a daily basis, but may be subject to a month end debit to the DDA or other available funds.

9. Discount Fees, Transaction Fees, and Access Fees. (a) The Bank must approve, in advance, any fee to or obligation of the Merchant arising from or related to performance of the Services, but not the Non-Bank Services. (b) Merchant agrees to pay to Bank and EMS the Discount Fees, Transaction Fees, Access Fees, and other fees stated in the Schedule of Fees. (c) For the purposes of calculating fees and other amounts to be paid by Merchant under this Section 9 and the Schedule of Fees (as such is amended from time to time), the following terms have the following meanings: (i) "Discount Fee" means a fee charged on the total value of a Transaction at the applicable Discount Rate disclosed in the Schedule of Fees on the face of this Agreement, as amended from time to time, and incorporated herein; (ii) "Transaction Fee" means a fee charged on each sales draft and each credit record regardless of the total stated and shall also mean a fee charged for any other Transaction which utilizes a POS device for transmission or reception of Card data or

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information, including but not limited to, Debit Card Transactions, batch closing, Authorizations, and any other communications using the POS device; (iii) the terms "Pass-through" and "Interchange Plus" (or "I/C Plus") mean that in addition to the Discount Rate, per Transaction charges and Assessments (as defined below) indicated on the Schedule of Fees as amended from time to time or otherwise, Merchant shall pay the interchange fees applicable to the type of card presented for payment, and, in the case of American Express, the OptBlue® program fees applicable to the Transaction, and that the first full sentence of the Schedule of Fees shall not apply. Interchange and program fees are set and changed by the Card Brands from time to time and vary based on the Card Brand, regions or jurisdictions, the type of Credit or Debit Card, the type of the accepting merchant, the value of the Transaction, and the type of the Transaction (e.g. transaction size, industry type, online, in-store, phone order, whether the card is present for the transaction, etc.). The Schedule of Fees, as amended from time to time, may also provide for Interchange surcharges on certain categories of Cards presented for payment as defined herein or as commonly used in the payments industry; (iv) the term "Bundled Pricing" means that the Discount Rate and per Transaction charges are the same for all Cards, while the term "Tiered Rate Pricing" means that the Discount Rate and per Transaction charges will vary for certain Tiers (certain categories of Cards presented for payment as defined herein or as commonly used in the payments industry) as described in the Schedule of Fees, as amended from time to time; (v) "Qualified Cards" or "Best Qualified Cards" have the lowest Interchange fees. Of the remaining Card types (also known as "Non Best Qualified Cards"), "Non-Qualified Cards" are those with the highest Interchange fees, while the "Mid Qualified Cards" have Interchange fees that are lower than Non-Qualified Cards and higher than Qualified Cards; (vi) other types of Cards sometimes bundled in Tiered pricing include "PIN Debit" (Debit Cards used with a PIN), "Check Cards" (Debit Cards which are used without a PIN, also called "Signature Debit"), "Regulated Cards" (Check Cards which are issued by certain larger banks and have Interchange fees regulated by the Federal Reserve Bank), "Unregulated cards" (Check Cards which are issued by certain smaller banks and do not have regulated Interchange fees), International (Cards issued by non-U.S. banks), "Rewards," "Rewards I," and "Rewards II" Cards (Cards which have specified card holder rewards), "EIRF" type Cards, "Business Cards" or "Corporate Cards" (certain Cards issued to businesses), and "EBT" (electronic benefit transaction) Cards; (vii) Transactions involving Cards are described as "Keyed" or "Hand Entered" Transactions (Transactions where the Card is not physically swiped in to a POS device), or "Swiped Transactions" (Transactions which are not Keyed); (viii) Merchant agrees that the classification of the thousands of individual Interchange and Card types in to these types of broad categories is complex and is made at the discretion of EMS; (ix) as disclosed in the Schedule of Fees, as amended from time to time, Transaction fees are sometimes charged per "Authorization" (the process by which a Card presented for payment and the payment amount are sent to the Card Brand and approved or denied by the Card issuing bank), or by cleared and settled Transactions. An Authorization Transaction Fee shall still be payable under this Agreement even if Merchant contracts separately with American Express for settlement of American Express Transactions (i.e., "Non Bank Card Fee"); (x) "Voice Authorizations" (or Voice ARU) are those obtained by telephone; (xi) the term "Assessments" includes dues, assessments, acquirer fees, network fees, or other Card Brand fees and expenses assessed to Merchant, EMS or Bank (EMS and Bank sometimes referred to as the "Acquirer") including any surcharges by Bank or EMS. Examples of these types of charges include NABU, NAPF, APF, FANF, switch charges, international Transaction surcharge fees or cross border fees, network fees, Integrity fee, Card Brand Authorization fees, and Card Brand Assessments. With respect to American Express, Assessments shall also include, but not be limited to the OptBlue® Network Fee, Inbound Fee, Non-Swiped Transaction Fee, Non Compliance Fee, Data Quality Fee, and Excessive Dispute Fees, among others; (xii) a "Batch Header" or "Data Capture" fee is one charged for each batch submitted by or on behalf of the Merchant; (xiii) "Monthly Minimum" fees will be charged to the extent the Transaction fees (excluding fees or Pass-through Assessments related to Authorizations or Data Capture) for Bank Card (Visa, MasterCard or Discover Credit Cards or Signature Debit Cards, plus American Express if settled to Merchant under this Agreement) Transactions are less than the specified minimum; (xiv) other one-time or recurring monthly fees are as described in the Schedule of Fees as amended from time to time; (xv) the term "e-Commerce" means those Transactions accepted through the use of a web site; and (xvi) an "Access fee" is a monthly fee charged for Merchant's access to the applicable Card Brand networks indicated on the Schedule of Fees as amended from time to time. (d) Merchant acknowledges that the monthly fees apply to each Merchant identification number assigned to Merchant. Merchant agrees that the amounts of such fees set forth on the Schedule of Fees may be amended from time to time by EMS and Bank pursuant to the terms of this Agreement. (e) Merchant acknowledges that in determining whether to accept the Application and in setting the Discount Rate and Fees, Transaction Fees and other amounts to be charged Merchant, Bank and EMS have relied upon the information contained in the Application including but not limited to the type of business in which Merchant is engaged, the product or service sold, the average Transaction or ticket size and monthly volume, the amount of telephone and mail order sales, and the ratio of Keyed/Swiped Transactions. If any of the foregoing information on which Bank and EMS relied is materially misstated, or if Merchant changes the nature of its business from that indicated on the Application or otherwise changes its business or goods sold or services rendered in a way that may increase Bank's and/or EMS's risks or costs, or lead to excessive Chargebacks, or if Merchant's percentage of on and off premises, mail, telephone, and internet transaction sales varies from that disclosed in the Application, the Discount Rate, as amended from time to time, shall be the sum of (i) the then current Discount Rate plus (ii) Five Percent (5.00%) (or such lower amount that is acceptable to Bank and EMS). In the event of a change in the parameters stated above, or should special circumstances arise which shall temporarily or permanently change existing conditions, Merchant must notify Bank or EMS prior to those changes, so that adjustments can be made. (f) Fees become due at the time a Transaction is submitted to Bank and EMS. Merchant agrees to close batches at least once every business day, and acknowledges the Discount Rate and other fees and charges in the Schedule of Fees, as amended from time to time, are contingent upon the foregoing, and further understands that in the event that batches are not closed at least daily, (i) Bank and EMS may initiate batch closing on Merchant's behalf, and (ii) the Interchange qualification of Transactions may change, resulting in additional charges as described in the Schedule of Fees, as amended from time to time. (g) Merchant acknowledges that higher Assessment and / or Interchange fees apply to sales or credit drafts emanating from foreign (non- U.S.A.) Credit Cards or commercial Cards issued for business purposes. (h) For every Transaction, an Authorization matching the sales amount exactly (or within 15% for hotels and car rentals, 20% for restaurants, bars and night clubs) must be obtained, or a higher Discount Rate and other fees and charges in the Schedule of Fees, as amended from time to time, shall apply. (i) Merchant benefits of Data and Breach protection (1) are provided solely through a third party vendor and neither EMS nor Bank shall have any obligation therefor, and (2) are only available in any particular month to the extent Merchant timely documents full compliance in that month with PCI Council Data Security Standards. PLEASE REFER TO THE SCHEDULE OF FEES INCORPORATED INTO THIS AGREEMENT, AS AMENDED FROM TIME TO TIME, FOR THE AMOUNT OF THESE FEES.

10. Sales Drafts. Merchant agrees to use a POS device, computer, telephone and related equipment approved by Bank and EMS for transmission of all Transaction data and to record each Transaction by "swiping" the Card through the POS device whenever a Card is present, or if a Card cannot be electronically read, to enter the Card number and expiration date into the POS device manually. Merchant shall prepare a sales draft in legible form for each Transaction. All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales draft. Merchant shall legibly type, print or imprint the following information on each sales draft: (a) the cardholder's name or name of authorized user; (b) the cardholder's account number and expiration date; (c) Merchant's correct name and address of business; (d) the date of the Transaction; (e) the total cash price of the sale (including all applicable state, federal or local surcharges and taxes); (f) the amount to be charged if a partial payment is made in cash or by check, or the amount to be charged if a partial payment is made as a deposit or as the balance owing after a deposit has been accepted; (g) a brief description of the goods or services; (h) the words "deposit" or "balance" if full payment is to be made in this manner at different times on different sales drafts; (i) the authorization approval code from the authorization center: and (j) for telephone orders transactions, the designation "TO", for mail order transactions, the designation "MO", for preauthorized transactions, the designation "PO", and for recurring transactions, the phrase "Recurring Transaction" in each instance shall be typed or printed on the signature line. Merchant will take reasonable steps to verify card information in accordance with the Rules for each Transaction. Merchant warrants the cardholder's identity whether or not Authorization is received and whether or not Card is present. Merchant shall deliver to the cardholder a true and completed copy of the sales draft. Failure to comply with the above requirements will, in addition to other remedies, subject Merchant to immediate termination, the establishment of a Reserve Account under Section 15 hereof, and the Merchant's indemnification obligations to Bank and EMS under Section 19 hereof.

11. Retention of Records. Bank and/or EMS may examine and verify at reasonable times all records of Merchant pertaining to all Transactions processed hereunder. Merchant will be responsible for the retrieval of all sales drafts and receipts and credit receipts requested by Bank or EMS within the time limits established by the Rules. Merchant will retain originals or copies of sales drafts and receipts and credit receipts for at least three (3) years from the processing date of the Transaction. Merchant agrees to deliver the paper copy or facsimile of any such sales drafts and credit receipts in its files to Bank or EMS, or to such person as Bank or EMS may designate, within such period after request therefor as is required by law or by the Rules. Such requested copies must be legible. Merchant will be responsible for all liabilities arising from any failure to provide an acceptable copy of any sales drafts as required by law or the Rules. Prior to discarding any sales drafts or other records of Transactions, Merchant will destroy, in a manner rendering data unreadable, all material containing cardholder account numbers, Card imprints, and carbons. Merchant shall not under any circumstances retain cardholder information including cardholder name, account number, expiration dates, billing addresses, etc. in a database that can be accessed via a web-based application. Merchant shall indemnify and hold Bank and EMS harmless from all judgments, losses, costs and expenses, including reasonable attorneys' fees, incurred by Bank or EMS and arising out of any claim by cardholders whose security has been breached due to violation of Merchant of this Section. Merchant acknowledges that EMS may pass on research fees of up to $75 per hour resulting from research of archived records that are the responsibility of the Merchant. Merchant further acknowledges that it is responsible for examining its monthly Merchant Statement for billing accuracy. EMS reserves the right to limit billing error corrections and refunds to those occurring within the last ninety (90) days. Merchant further agrees that Bank or EMS or their representatives may, during normal business hours, inspect, audit, and make copies of Merchant's books, accounts, records and files pertaining to any transactions, refunds or adjustments thereon.

12. Chargebacks. For purposes of this Agreement, "Chargeback" shall mean the procedure by which a sales draft or other indicia of a Transaction (or disputed portion thereof) is denied or returned to Bank or the issuing bank after it was entered into the appropriate settlement network for payment, in accordance with the Rules, for failing to comply with the Rules or due to a cardholder dispute, the liability of which is the Merchant's responsibility. As used in this Section 12, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules), unless the context indicates otherwise. Merchant understands and acknowledges that an authorized sale does not constitute a guarantee of payment, only available credit, and may be subject to dispute or chargeback. Notwithstanding any nonrecourse provisions contained herein, Merchant is responsible for any and all Chargebacks, as well as Card Brand fines, assessments and fees related to or arising out of such Chargebacks, and will pay Bank, upon demand and without notice, the face amount of any Chargeback, and Bank shall have the right, before or after the termination of this Agreement, to debit the Merchant's DDA, incoming transactions, or any other funds of the Merchant in Bank's direct or indirect control by reason of Bank's security interest granted by Merchant under Section 14 below, for the face amount of any Chargeback including without limitation and by way of example, in any of the following circumstances: (a) a mail order, e-commerce order, or telephone order Transaction is disputed by the cardholder; (b) merchandise has been returned or service canceled by cardholder and cardholder requested a credit from Merchant and such credit was not processed by Merchant; (c) the purchase had not been authorized as required or the denial of an Authorization was disregarded; (d) a Transaction is for a type of merchandise or services other than as described in the Application and the draft was charged back by the cardholder; (e) the cardholder contends or disputes to Bank, EMS or the appropriate issuing bank that: (i) the goods or services were not received by the cardholder or their authorized user or (ii) the goods or services received by cardholder or their authorized user do not conform to what was on the sales draft or (iii) goods or services of value were defective or (iv) the dispute reflects a claim or defense authorized against card issuers or creditors by a relevant statute or regulation; (f) Merchant fails to honor a retrieval request from Bank or EMS for an original sales draft in accordance with the requirements hereof; (g) a sales draft is illegible, incomplete or does not contain a Transaction date on the face or such dollar amount has been altered or incorrectly entered and sales draft has been charged back by the Card issuer; (h) the sales draft contains the imprinted or otherwise transcribed description of a Card other than the Card specified; (i) the transaction was generated through the use of an invalid, altered, counterfeit or expired Card; (j) no signature appears on the sales draft or sales draft does not contain the embossed legend from a Card or Merchant has failed to obtain the specific authorization from a designated Authorization Center to complete the Transaction and/or the cardholder has certified in writing, to Bank, EMS or the issuing bank that he did not make or authorize the Transaction; (k) security procedures have not been followed or where the signature on the sales draft is different from the signature appearing on the signature panel of the Card and the sales slip is charged back; (l) a Card issuer, Bank or EMS has information that Merchant fraud occurred at the time of the Transaction, whether or not such Transaction was authorized by the issuer and the cardholder neither participated in nor authorized the Transaction; (m) if with respect to any one Merchant outlet, the ratio of questionable Merchant activity to Card sales exceeds industry standards, in the sole determination of Bank or EMS; or (n) the failure to utilize EMV capability where required. If, with respect to any one of Merchant's outlets, the amount of any Card counterfeit or fraud incidences becomes excessive, in the sole and absolute discretion of Bank or EMS, Merchant may be charged back for all Transactions, terminated immediately for cause, and Merchant's funds, including but not limited to those incoming Transactions and in Merchant's DDA and Reserve Account shall be held pursuant to the provisions of this Agreement. Merchant agrees to accept and understands that it is responsible for all Chargebacks and understands that some Chargebacks cannot be rebutted or remedied. Merchant agrees to satisfy directly with the cardholder any claim or dispute arising from a Transaction. Bank and EMS will provide Merchant with available information, if any, to assist Merchant in its response to any Chargeback. Bank and EMS shall retain any discount and/or other fee related to a Chargeback. Merchant understands that Bank and EMS will assess a fee to process each Chargeback, or other charges that may be established by Bank and

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EMS from time to time. Furthermore, Bank and EMS may assess Merchant for any fines imposed by MasterCard, Visa, Discover and American Express plus a processing fee for such fine as may be required by Bank and EMS at their sole discretion. Disputes relating to Chargebacks shall be governed by the Rules, including Merchant's obligation to provide required documentation. If the actual Card is "not present", Merchant also understands and acknowledges that Merchant bears one hundred percent (100%) of the risk of Chargeback under the Rules, for all Transactions and any fees resulting from any losses, claims, and costs arising from or associated with such all Transactions, including any Authorizations.

13. Returns and Credits. Merchant shall maintain a fair policy permitting refunds, exchanges, returns and adjustments in accordance with applicable law. If, with respect to any Transaction, any goods are accepted for return or any services are refunded, terminated or canceled, or any price adjustment is allowed by Merchant and except where otherwise required by law or governmental regulations, Merchant shall not under any circumstances, except as permitted by certain debit card networks, during the term of this Agreement, issue cash for return of goods or cancellations of service where goods or services were originally purchased in a Transaction. Instead, Merchant shall utilize a credit record evidencing such refund or adjustment. Merchant must process the credit record Transaction within three (3) business days of the original Transaction. Merchant shall date each credit record with the credit date and include thereon a brief description of the goods returned, services canceled or adjustment made and the amount of the credit, in sufficient detail to identify the Transaction. A completed copy of the credit record shall be delivered to the cardholder at the time of each return or cancellation of a transaction. The credit shall not exceed the amount of the original Transaction. The per item Transaction Fee will be applicable and Merchant may not receive a refund of Discount Fees paid for the original Transaction. With proper disclosure at the time of the Transaction, Merchant may: (a) refuse to accept goods in return or exchange and refuse to issue a refund to a cardholder; (b) accept returned goods in exchange for the Merchant's promise to deliver goods or services of equal value available from Merchant at no additional cost to cardholder; or (c) stipulate special circumstances agreed to by the cardholder. Proper disclosure shall be deemed to have been given only if, at the time of the Transaction, the following notice appears on all copies of the sales draft in legible letters at least one-quarter (1/4) inch high and in close proximity to the space provided for the cardholder's signature stating "NO REFUND" or "EXCHANGE ONLY" or "IN STORE CREDIT ONLY" or any special terms as applicable, or equivalent language, provided and to the extent such sales practices are permitted under applicable law.

14. Security Interest. Unless the context indicates otherwise, when used in this Section 14, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules). IN ORDER TO SECURE ALL OBLIGATIONS OF MERCHANT TO BANK AND EMS ARISING FROM THIS AGREEMENT, MERCHANT HEREBY GRANTS BANK AND EMS A CONTINUING SECURITY INTEREST IN AND TO ALL DEPOSITS, REGARDLESS OF SOURCE, TO MERCHANT'S DDA AND OTHER ACCOUNTS IN THE DIRECT OR INDIRECT CONTROL OF THE BANK (INCLUDING THE RESERVE ACCOUNT), ESTABLISHED IN MERCHANT'S NAME OR BY ANY PARTY SIGNING THE PERSONAL GUARANTY AS PART OF THIS AGREEMENT, AND TO ALL PROCEEDS OF SAID DEPOSITS. The grant of said security interest shall survive the termination of this Agreement. Said security interest may be set-off or otherwise exercised by BANK without notice or demand of any kind by making an immediate withdrawal from or holding said account, upon Bank's or EMS's reasonable determination that a breach of any obligation of Merchant under this Agreement has occurred. The exercise of this security interest shall be in addition to any other rights of Bank and EMS under this Agreement or applicable laws. The parties specifically acknowledge and affirm that pursuant to the Uniform Commercial Code, Bank has a general lien and right of offset upon all funds on deposit with Bank, which shall stand as one continuing collateral security for the timely performance by Merchant of all of its obligations to Bank and EMS. Bank and EMS shall also have the right to require Merchant to furnish such other and different security as Bank or EMS shall deem appropriate in their sole discretion in order to secure Merchant's obligations under this Agreement. Merchant agrees to execute any documents or take any actions required in order to comply with and perfect any security interest under this Section, at Merchant's cost. To the extent permitted by law and the Rules, Merchant irrevocably authorizes Bank and EMS to record any financing statement or other documents relating to this security interest. Merchant represents and warrants that no other person or entity has a security interest in the property described herein and that this security interest is a first lien security interest and secures Merchant's obligations to Bank under this Agreement. Merchant must obtain the prior written consent of Bank before granting any subsequent security interest in the property described herein.

15. Reserve Account. Unless the context indicates otherwise, when used in this Section 15, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules). In addition to the security interest and Chargeback rights granted to Bank and EMS by Merchant, Merchant hereby authorizes Bank or EMS to establish a non-interest bearing "Reserve Account", with or without notice to the Merchant, at any time prior to, at, or after the termination of this Agreement, when the Bank or EMS have determined that any of the following has occurred: (a) reasonable doubt exists concerning Merchant's ability to comply with this Agreement; (b) Merchant's breach of this Agreement or other applicable Rules and regulations; (c) excessive Chargebacks, customer disputes, ACH rejects, retrieval requests or the reasonable possibility of any of the foregoing occurring; (d) inability of the Merchant to fund any potential Chargebacks, post termination fees, charges or other expenses and fees payable to the Bank or EMS; (e) suspicious Transaction activity or Transaction activity which requires further research to verify or substantiate. The Reserve Account is not a bank account, but is an account payable to Merchant by Bank intended to cover Merchant obligations under this Agreement. Bank may elect to deposit all or a portion of the balance of the Reserve Account in a depository account or trust account at Bank, however, neither Merchant nor its creditors shall have any rights of withdrawal, pledge or assignment with respect to any such bank account. The Reserve Account may be funded, supplemented or replenished by the Bank in any or all of the following methods to the extent permitted by the Rules: (a) one or more debits to Merchant's DDA; (b) one or more deductions from payments due Merchant (including but not limited to regular deductions calculated as a percentage of net batch amounts); or (c) if Bank, EMS and Merchant agree, delivery of letter of credit or certificate of deposit issued by a financial institution acceptable to Bank and EMS. Merchant hereby agrees that Bank shall have a full right of offset with respect to the Reserve Account, and that Bank may deduct from this Reserve Account any amount owed to Bank or EMS in accordance with this Agreement or any other agreement with Merchant. Any balance in the Reserve Account may be held until the expiration of any applicable Chargeback rights under applicable Rules of the Card issuer, whose holding period may extend beyond the termination of this Agreement. Bank may fund, supplement or replenish the Reserve Account in such an amount as Bank or EMS may reasonably estimate is necessary to secure Merchant's payment, chargeback and other obligations under this Agreement. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Agreement, maintain sufficient balance in the Reserve Account in such amount as may be reasonably required by Bank or EMS until all of the Chargeback rights of the Transactions processed preceding termination have expired. If, after all such Chargeback rights have expired, Bank and EMS are unable to return the funds in the Reserve Account to Merchant after using reasonable efforts to contact Merchant, a fee of $95 per month shall be deducted from the Reserve Account in order to offset the administrative, clerical, legal, and risk management costs incurred by Bank and EMS to monitor the funds remaining in the Reserve Account. Merchant hereby agrees that any financial institution at which Merchant maintains a deposit account may rely upon an executed copy of this Agreement provided by Bank as Merchant's express, written instruction and authorization to permit such offset by Bank, and Merchant's agreement that said financial institution shall be released from any liability for any good faith compliance with the express written instruction and authorization as set forth herein to permit such offset by Bank.

16. Warranties by Merchant. Merchant represents and warrants to Bank and EMS that all statements on the Application are true, and that Merchant will promptly inform Bank and EMS in writing of any statements on the Application that cease to be true. Merchant also represents and warrants to Bank and EMS that it has taken all necessary action and has the authority to enter into this Agreement with Bank and EMS and that the person(s) signing for or on behalf of Merchant is (are) specifically authorized and directed to do so by Merchant. This Agreement constitutes the legal, valid and binding obligation of Merchant, enforceable against Merchant in accordance with its terms. Without limiting any other representations, warranties, covenants and agreements hereunder, Merchant agrees, represents and warrants to Bank and EMS that at all times during the term of this Agreement: (a) Merchant is engaged and will engage in the lawful business shown on the front of the Application and is duly licensed under the laws of the State, County and City in which Merchant is located to conduct such business, and in conducting such business will not engage in unfair, deceptive, or abusive practices; (b) Merchant currently accepts or desires to accept Cards for the purchase of goods and services through Transactions with cardholders; (c) Merchant has not been terminated from the settlement of card transactions by any financial institution or determined to be in violation of the rules and regulations of Bank, EMS, MasterCard, Visa, American Express or any other Card Brand or network; (d) Merchant does and will fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including all laws with respect to consumer protection and credit, including, without limitation, the Consumer Financial Protection Act and any regulations issued by the Consumer Financial Protection Bureau, and the Rules; (e) Merchant is aware that Visa, MasterCard, Discover, American Express and other Card Brands maintain and publish various guides and best practices policies with respect to risk management, cardholder data security, chargeback management, fraud prevention, and dispute resolution and will familiarize itself with those materials and any amendments to them, and will accept Cards in accordance with the terms of this Agreement and the operating and other rules and regulations of the Card Brands including without limitation the American Express Merchant Operating Guide as such terms may be amended from time to time; (f) except to the extent inconsistent with specific provisions of this Agreement, Merchant also will comply with any and all best practices guidelines provided by EMS; (g) Merchant will provide Bank and EMS sixty (60) days prior written notice of its intent to (i) transfer or sell 10% or more of its total stock, assets and/or liquidate, (ii) change the nature of its business, or (iii) convert all or part of its retail sales to mail, e-commerce, or telephone orders or any other sales method in which the Card is not present and swiped through the POS terminal; (h) as to each Transaction presented to Bank and EMS for payment: (i) the sales draft is and will be valid in form and has been completed in accordance with the Rules, all applicable laws and requirements, (ii) Merchant has delivered goods to the Cardholder or completed the service described on the sales draft in accordance with Merchant's agreement with the Cardholder, (iii) each sales draft represents a bona fide Transaction directly between the Merchant and the cardholder in the Merchant's ordinary course of business and the sales draft shows the cardholder's indebtedness for the total amount shown, (iv) the cardholder has no claim, defense, right of offset, or dispute against Merchant in connection with the purchase of the goods or service and Merchant will provide adequate services to cardholders and will honor all warranties applicable thereto, (v) Merchant has not charged cardholder any separate or additional fee(s) in connection with the Transaction other than as may be required by law or permitted by the Rules (the foregoing shall not prohibit Merchant from extending discounts to customers paying by cash, check, or any other means, other than by Card), and (vi) each Transaction was and will be placed by a person who is the cardholder or authorized user of the Card; (i) all of Merchant's business locations engage and will engage in the same or substantially similar business activity as that listed on the face of this Agreement; (j) the percentage of mail and/or telephone order sales listed by Merchant is and will be consistent at all of Merchant's locations; (k) Merchant does not and will not offer enticements or incentives to cardholders in connection with Transactions for the sale of Merchant products; (l) Merchant uses and will use both the name and address shown on the front of the Agreement on all sales drafts and does not and will not use any other name; (m) Merchant shall include all items of goods and services purchased in a single Transaction in the total amount on a single sales draft or transaction record (i.e., Merchant shall not "split tickets") and shall not submit duplicates of any transaction; (n) Merchant will process no Transaction between a cardholder and an entity other than Merchant; (o) Merchant shall be responsible for its employees' and agents' actions whether or not authorized by Merchant; (p) Merchant will not submit, and hereby acknowledges that Bank and EMS will not knowingly accept, any Transaction that Merchant knows or should have known to be illegal, fraudulent or not authorized by the cardholder, or authorized by the cardholder colluding with the Merchant for a fraudulent purpose; (q) in the event Merchant was undergoing a forensic investigation at the time this Agreement was signed, Merchant fully cooperate with the investigation until it was completed; (r) Merchant certifies that it has provided Bank and EMS its correct federal tax identification number; is not subject to backup withholding; and is a U.S. citizen or other U.S. person; (s) except as disclosed to Bank and EMS in writing, within the preceding 10 years neither Merchant, nor its Guarantor(s) or owner(s) identified on the Application has been (i) convicted of a felony, (ii) placed in any Card Brand compliance monitoring program, (iii) the subject of, or a related party in, any complaint or investigation with the National Automated Clearing House Association (NACHA), (iv) placed on the Terminated Merchant File (MATCH) or Office of Foreign Assets Control (OFAC) lists, or (v) the subject of an adverse judgment relating to consumer protection laws or regulations; and (t) Merchant owns a manual imprinter and will provide imprinted sales drafts whenever necessary. Merchant further warrants and agrees that it shall not, without the cardholder's consent and as permitted by law and the Rules, sell, purchase, provide, or exchange card account information in the form of sales drafts, mailing lists, tapes, or any other media obtained by reason of a Transaction or otherwise, to any third party other than to Merchant's agents approved by Bank and EMS for the purpose of assisting Merchant in its business, to Bank, EMS, or the respective card issuer or Card Brand or pursuant to lawful government demand. All media containing card account numbers must be stored in an area limited to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable. Merchant will not disclose and will keep confidential the terms and conditions of this Agreement. If Merchant processes and stores Card data and/or has access to that information via the internet, Merchant agrees to comply with all Rules in respect of protecting Card data and maintaining security measures, including the PCI Council DSS. Failure to comply with the Rules or foregoing requirements, the occurrence of any significant circumstance that may create harm or loss of goodwill to any Card Brand, and/or any security breach compromising Card data shall make the Merchant liable for any network fines, fees and/or unauthorized charges to compromised Card accounts, and may result in immediate termination. Merchant understands and agrees that violation of any of the foregoing warranties, representations, covenants and agreements or otherwise provided in this Agreement shall constitute an event of default and breach by Merchant of this Agreement, and may cause this Agreement to be immediately terminated, or be subject to termination, and may result in all funds being placed in a Reserve Account pursuant to Section 15 hereof.

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17. Term. The term of this Agreement shall be twenty four (24) months commencing on the acceptance of the Application and this Agreement by Bank and EMS and the issuance of a merchant account identification number to Merchant identifying Merchant for accounting, billing, customer service and related purposes in connection with the Services. Thereafter, the Term shall automatically renew for additional consecutive twenty four (24) month terms, unless written notice of termination (to be effective upon the expiration of the then current term) is provided by Merchant to Bank and EMS or by Bank and EMS to Merchant at least ninety (90) days prior to the then existing term, unless earlier terminated in accordance with the provisions of this Agreement.

18. Termination and Events of Default. This Agreement may be terminated and/or operation of this Agreement suspended upon the giving of notice by Bank and/or EMS in the manner prescribed for notices herein. Such termination and/or suspension of operation shall be effective immediately or at any later date that is specified in the notice. Such termination and/or suspension of operation may be for any breach by Merchant of this Agreement or for any other reason, including but not limited to: (a) Bank and/or EMS determines that Merchant's type of business as indicated on the Application differs from the actual type of business Merchant operates; (b) Merchant moves or relocates to a new location without giving Bank and EMS at least thirty (30) days prior written notice; (c) the business as conducted by Merchant could endanger the safety and/or soundness of Bank or EMS; (d) the Merchant's owner, officer or corporate entity has a separate relationship with Bank and/or EMS and such relationship has been terminated by Bank and/or EMS; (e) Merchant and/or any of its guarantors files for bankruptcy or is otherwise shown to be insolvent; (f) Merchant has excessive Chargebacks and or returns and credit transactions, in the sole discretion of EMS and/or Bank; (g) Merchant owes money to Bank and/or EMS or any of their respective affiliates, and fails to make a timely payment thereof; (h) Merchant has breached or is in default under an End-User Agreement or similar agreement regarding the provision of web hosting, e-mail, electronic commerce, domain name and/or other internet application or system services; (i) Merchant fails to notify Bank and EMS if it knows or suspects that cardholder personal information has been compromised; (j) EMS and / or Bank is otherwise not secure (as determined by EMS and / or Bank, in its sole and absolute discretion) with respect to Merchant's financial position; (k) the continued provision of services to Merchant would pose a level of risk and/or exposure to EMS or Bank (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) that Bank or EMS considers, in its sole discretion, to be unacceptable; or (l) the Rules require that EMS and/or Bank terminate and/or suspend this Agreement. Bank and/or EMS in their sole discretion also may terminate and/or suspend operations, as described above, of any merchant processing agreement(s) of any other business that is commonly owned with or controlled by Merchant. In addition, Merchant hereby acknowledges that the Card Brands have the right to terminate or limit this Agreement. In the event of termination by Bank or EMS due to breach by Merchant of any of the terms and conditions of this Agreement, Merchant shall pay to EMS the early termination fee disclosed in the Schedule of Fees. Upon the occurrence of an event of default or the termination of this Agreement by Bank or EMS in accordance with the terms hereof, Bank and EMS shall be entitled to pursue all rights and remedies available to it or them under this Agreement, at law or in equity, including but not limited to placing the Merchant in the "Terminated Merchant File" and collection of the early termination fee. All obligations of confidentiality and of any party to this Agreement to pay funds to another shall survive any termination hereof. Nothing herein shall be construed as relieving Merchant of the obligation for the Minimum Discount Fee as provided in Schedule of Fees for the term of this Agreement.

19. Indemnification; Bank and EMS Liability. Merchant agrees to indemnify and hold Bank and EMS harmless from and against any Card Brand fines, assessments, or fees, and all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) arising out of or related to: (i) the services provided hereunder; (ii) breach of any warranty, covenant, agreement, term or condition of this Agreement, applicable law, or the Rules by Merchant, its employees, agents or third party servicers; (iii) any action by Bank or EMS to collect sums due from Merchant under the Agreement; (iv) any act or omission of, or misrepresentation by Merchant, its employees, agents, third party servicers or other third parties with which Merchant has contracted; (v) Merchant's processing activities and provision of goods and services to cardholders; (vi) the negligence, willful misconduct, fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns; and (vii) services provided directly or indirectly to or on behalf of Merchant by third parties, including without limitation Merchant's Internet service provider or other telecommunication services provider, and any third party services provided through or resold by EMS, including but not limited to electronic authorization and settlement services, web site hosting services, electronic payment gateway services, POS systems, software, and equipment, and gift card or customer loyalty program services providers. Merchant agrees that Bank is not responsible for and has no liability in connection with the Non-Bank Services and Merchant agrees to indemnify and hold Bank harmless from and against any and all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) arising out of or related to the Non-Bank Services. Except as expressly provided in this Agreement, Bank and EMS make no warranties whether express, implied or statutory, in connection with this Agreement. Without limiting the foregoing, **BANK AND EMS DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Bank or EMS may utilize systems of others (including, but not limited to systems of any Card Brands, payment gateway services, or systems related to Non-Bank Services), in connection with its performances of the services described hereunder. Bank and EMS shall not be responsible or liable for any negligence or wrongdoing of such third parties, or any information provided by others or for the use of any system or equipment of Bank and EMS or others or for any circumstances beyond its control. Merchant hereby covenants that it will not sue, or assert any claims in any tribunal or arbitration against Bank or EMS for any harm, costs, losses, damages, declaratory relief, injunctive relief, or other relief arising from or relating to any actions or omissions by any third party including without limitation Merchant's Internet service provider or other telecommunication services provider, and any third party services provided through or resold by EMS, including but not limited to electronic authorization and settlement services, web site hosting services, electronic payment gateway services, POS systems, software, and equipment, and gift card or customer loyalty program services providers. The sole and exclusive liability of Bank and EMS and remedy of Merchant hereunder (including negligence) shall be general money damages not to exceed the amount of the item subject to claim or dispute, regardless of the characterization of such action. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BANK AND EMS, OR THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY, FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS FEES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Neither Bank nor EMS shall be responsible or liable for any action taken by Bank or EMS (or the results thereof) that is authorized by this Agreement, the Rules, or applicable regulations or law. Neither Bank nor EMS shall have liability for any taxes arising under this Agreement (which liability will be that of Merchant), other than taxes based on Bank's or EMS's income. Merchant acknowledges that Bank is directly involved in the administration of Merchant's Visa and Master Card Transactions (as a result of Bank's membership in those Card Brand associations), but Bank has no similar relationship with respect to its Discover Transactions or American Express Transactions. Merchant's relationship with those Card Brands is established (directly or indirectly) through EMS.

20. Force Majeure. The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith, or governmental proclamation, regulation, or priority, or any other cause beyond either party's reasonable control, whether similar or dissimilar to such causes.

21. Notices. Any notice, request, instruction or other document directed to Merchant required or permitted under this Agreement shall be deemed to have been given: (a) upon inclusion in a monthly Merchant Statement available on the EMS electronic portal www.emsdata.net; (b) upon inclusion in a notification message on the EMS electronic portal www.emsdata.net; (c) upon receipt if by (i) personal delivery or (ii) overnight courier service by way of a national courier; (d) upon transmission if by (i) e-mail to the address provided by Merchant on this Agreement or the last address provided to EMS by Merchant, or (ii) fax to the fax number provided by Merchant on this Agreement or the last fax number provided to EMS by Merchant; or (e) on the third day after the same shall be sent by first class mail, postage prepaid, to the address provided by Merchant on this Agreement or at such other address as Merchant may give to the Bank or EMS from time to time by written notice. Merchant agrees to carefully and promptly review each monthly statement and other notices or materials accompanying the statement because notices (including those referring to detailed amendments or changes posted online) may be included on and with such statement. Any notice, request, instruction or other document directed to Bank or EMS required or permitted under this Agreement shall be deemed to have been given on the third day after the same shall be sent by first class mail, postage prepaid, to EMS at 250 West Huron Rd., Ste. 400, Cleveland, OH 44113 and to BMO Harris Bank N.A., at 8500 Governors Hill Rd., Cincinnati, OH 45249, to Central Bank of St. Louis, at 7707 Forsyth Blvd. St. Louis, Missouri 63105, to Esquire Bank at 100 Jericho Quadrangle, Suite 100, Jericho, New York 11753, or to Merrick Bank at 10705 South Jordan Gateway, Suite 200, South Jordan, Utah 84095, or at such other addresses as EMS or Bank may give to the Merchant from time to time by written notice.

22. Severability. If any part of this Agreement is held unenforceable or invalid or prohibited by law, said part shall be deemed stricken therefrom and this Agreement shall be read and interpreted as though said part did not exist, and shall not affect the validity or enforcement of any other provision.

23. Waiver. Neither the failure nor any delay on the part of Bank or EMS to exercise any right, remedy, power or privilege hereunder shall operate as a waiver nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.

24. Entire Agreement. This Agreement, including the Application and any other documents executed in conjunction herewith, constitutes and expresses the entire agreement and understanding between the Merchant, Bank and EMS with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, by Bank, EMS or its sales representative, whether expressed or implied, oral or written. This Agreement is not effective and may not be modified in any respect without the approval of Bank. Merchant and Guarantor(s) acknowledge and agree (i) that this Agreement is made as part of a transaction solely for business and commercial purposes and is not primarily for personal, family, or household purposes, and (ii) that Bank, EMS and Merchant are "business association(s)" as defined in Ohio Revised Code Section 169.01(B)(2).

25. Assignment and Delegation. This Agreement may be assigned by Bank. EMS may subcontract, sublicense, assign, license, franchise, or in any manner extend or transfer to any third party any right or obligation of EMS set forth herein but only as may be approved by Bank and permitted under the Rules. This Agreement may not be assigned by Merchant without Bank's and EMS's prior written consents and any purported assignment without such consents shall be void. This Agreement shall be binding on the parties and their permitted heirs, successors, and assigns. Bank (and EMS, if and to the extent permitted under the Rules) reserves the right, in its sole discretion, to delegate or assign to third parties the performance of certain of Bank's (or EMS's, if applicable) servicing or settlement obligations to Merchant. The relationship of Bank, EMS and Merchant is solely that of independent parties contracting for services.

26. Disputes, Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event Merchant fails to pay Bank and/or EMS Chargebacks, fees, settlement costs or other amounts due hereunder, Merchant (and guarantor(s) of Merchant's obligations and duties hereunder) agree that Bank and/or EMS can sue Merchant (and any guarantors) in court. In the case of any such lawsuit, personal jurisdiction and exclusive venue shall lie in the federal or state courts of Cuyahoga County, Ohio and Merchant (and any guarantor) hereby waives all objections to said jurisdiction. If in response to any lawsuit seeking to recover Chargebacks, fees, settlement costs or other amounts due hereunder Merchant (or its guarantors) asserts a counterclaim, cross claim and/or a third-party complaint against EMS or Bank, then the claims and defenses of EMS and/or the Bank and the claims and defenses of Merchant (and any guarantors) shall be subject to arbitration as set forth in Section 27, unless waived. The parties agree that no affirmative defense or request for setoff asserted by Merchant (and any guarantors) in response to the complaint filed by Bank or EMS under this Section 26 shall exceed the amount sought by or awarded to Bank or EMS in the lawsuit. The parties hereby waive any right to trial by jury in connection with any dispute between them. Any claims concerning errors in the Fees charged hereunder must be made in writing within six months of the occurrence of the error on which the claim is based, and must specify the grounds for the claim. No claim relating to Fees charged hereunder may be brought until thirty days after written notice is provided. Merchant acknowledges and agrees that, in addition to clearing and settling Transactions, Bank collects fees, costs, and other charges due from Merchant under this Agreement at EMS' instruction. Merchant agrees that Bank has no duty to verify, audit, review or otherwise oversee the fees, costs, or other charges that Bank collects from Merchant.

27. Arbitration. Except as expressly provided in Section 26 any claim or dispute arising out of or related to this Agreement shall be finally resolved by final and binding arbitration. Whenever a party shall decide to institute arbitration proceedings, it shall give written notice to that effect to the other parties. The party giving such notice shall refrain from instituting the arbitration proceedings for a period of thirty (30) days following such notice to allow the parties to attempt to resolve the dispute between or among themselves. If the parties are still unable to resolve the dispute, the party giving notice may institute the arbitration proceeding under the rules of the American Arbitration Association ("AAA Rules"). Arbitration shall be on an individual basis only. There shall be no right or authority for any claims or disputes to be arbitrated on a class action or consolidated basis, or in a representative or private attorney general capacity. Arbitration shall exclusively and solely be held in Cleveland, Ohio. The arbitration shall be conducted before a single arbitrator mutually chosen by the parties, but if the parties have not

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agreed upon a single arbitrator within fifteen (15) days after notice of the institution of the arbitration proceeding, then the arbitration shall be conducted by a panel of three (3) arbitrators. In such case, Merchant, on the one hand, and Bank and/or EMS on the other, shall within thirty (30) days after notice of the institution of the arbitration proceedings appoint one arbitrator. The presiding arbitrator shall then be appointed in accordance with AAA Rules. Decisions of the arbitrator(s) shall be final and binding on the parties. The arbitrator shall have the authority to award any remedy or relief a court of the State of Ohio could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the awarding of the issuance of an injunction or the imposition of sanctions for abuse or frustration of the arbitration process. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction and enforced with full judicial effect thereafter. All fees and expenses of the arbitration shall be borne by the parties equally and each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentations, provided, however, that the arbitrator(s) is/are authorized to award any party such sums as shall be deemed proper for the time, expense and inconvenience of arbitration, including arbitration fees and expenses and attorneys' fees and expenses. Except to the extent that entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence by the parties.

28. Compliance and Disclosure of Information; Patriot Act. Merchant shall promptly provide such information and certifications as Bank and EMS may reasonably require from time to time in reviewing Merchant's compliance with the terms and conditions of this Agreement and the Rules, and all such information shall be true and complete. Merchant further agrees to produce and make available for inspection by Bank, EMS or its officers, agents or representatives, such books and records of Merchant as Bank or EMS may deem reasonably necessary to be adequately informed of the business practices and financial condition of Merchant, or the ability of Merchant to observe or perform its obligations to Bank and EMS pursuant to this Agreement. Merchant further agrees to provide to Bank or EMS within seven (7) days of notice such information as Bank or EMS may request including but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as Bank or EMS may request. Merchant grants to Bank and EMS continuing authority to conduct credit checks and background investigation and inquiries concerning Merchant and its owner(s) including, but not limited to, character and business references and the financial condition of Merchant and Merchant's owner(s). Merchant expressly authorizes Bank, EMS or its agents and representatives to provide and receive such information from any and all third parties directly, without further consent or authorization on the part of Merchant. Bank and EMS may share with others its credit, sales and other information. Merchant will not transfer, sell, or merge or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone, internet, or mail order without providing notice to Bank or EMS and providing Bank or EMS with the opportunity to terminate this Agreement. Merchant acknowledges that Bank has implemented a customer identification program as required under the USA Patriot Act and other similar state laws and regulations. Merchant agrees to make available to Bank and/or EMS such information as may be required by Bank in connection with its customer identification program and/or as required under the USA Patriot Act and related state laws and regulations. Merchant hereby expressly consents to disclosure by EMS of Transaction data, Merchant data, and other information about the Merchant to American Express, and, further, expressly consents to American Express' use of such information to perform its responsibilities in connection with its Card program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes and important transactional or relationship communications from American Express. American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with Card marketing and administrative purposes.

29. Amendments. This Agreement may not be modified in any respect without the approval of the Bank. This Agreement may be amended by Bank and EMS from time to time upon written notice as provided in Section 21. Any amendment to the fees and rates set forth in the Schedule of Fees, including any additional fees, shall be effective on 30 days written notice. Any other amendment to this Agreement shall be effective on the effective date specified in the notice unless otherwise provided for herein. In the event of any amendment of the terms and conditions of this Agreement or of the fees payable to Bank or EMS hereunder, Merchant shall have the right to terminate this Agreement without the payment of the termination fee provided in Section 18 above by providing Bank and EMS written notice of such termination within 30 days after Merchant received notice of the amendment, except as otherwise required by the Rules. No such termination shall effect any obligation of Merchant to pay any fees, charges, or other obligations incurred by Merchant under this Agreement prior to the date of termination. To the extent not inconsistent with the foregoing, Merchant's submission of transactions to Bank and EMS on or after any amendment effective date constitutes acceptance of such amendment. Any alteration or modification to the preprinted form of this Agreement has no effect and, at the Bank and EMS's discretion, may render this Agreement void.

30. Privacy. EMS' Privacy Policy is posted online at www.emscorporate.com/ privacy policy. Merchant acknowledges that it has read, understood, and hereby accepts the Privacy Policy. CALIFORNIA RESIDENTS: EMS COLLECTS PERSONAL INFORMATION IDENTIFIERS, CUSTOMER RECORDS, COMMERCIAL INFORMATION, INTERNET/ ELECTRONIC ACTIVITY, AND PROFESSIONAL/ EMPLOYMENT INFORMATION TO DECIDE IF AND HOW EMS WILL PROVIDE SERVICES, AUDIT PERFORMANCE, DETECT SECURITY ISSUES, AND PROVIDE CUSTOMER SERVICE (SUCH AS MAINTENANCE AND REPAIRS OF SYSTEMS AND RESEARCH) ALL AS DESCRIBED IN OUR PRIVACY POLICY AT WWW.EMSCORPORATE. COM/ PRIVACYPOLICY. EMS SHARES SOME OF THIS INFORMATION TO PROVIDE SERVICE, TO COMPLY WITH BANK AND CARD BRAND REGULATIONS, AND STATE AND FEDERAL LAW, AND FOR OTHER COMMERCIAL PURPOSES. YOU CAN OPT-OUT OF OUR SHARING SOME OF THAT INFORMATION BY CLICKING "DO NOT SELL MY INFO." IN THE PRIVACY POLICY. This Agreement limits no rights under the California Consumer Privacy Act.

31. Survival. Any and all provisions of this Agreement that impose or could be construed to impose a continuing obligation, duty, or requirement upon Merchant, including but not limited to Merchant representations, warranties, covenants, indemnification for chargebacks, returns and reversals, duties of account maintenance, limitations of liability, governing law and venue shall survive the expiration or termination of this Agreement for any reason.

32. Construction. The captions contained in this Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Agreement.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.

34. Agent. In its' performance of the Services, EMS is acting solely on behalf of Bank as its agent, and is subject to Bank's oversight pursuant to the Rules. Bank is responsible for providing settlement funds directly to Merchant hereunder based upon instructions given by EMS or EMS' service provider, and (a) EMS may not have access to any Transaction funds or Reserve Account funds due to Merchant, and (b) no obligation to pay Merchant related to the Services may be delegated to, or assumed by EMS.

35. Default Interest Rate. Merchant agrees that all amounts due and payable by Merchant to Bank or EMS under this Agreement shall accrue interest at the rate of one and one-half percent (1.50%) per month, or the maximum interest rate permissible under law, whichever is lesser, beginning as of date due and continuing following any judgment obtained by Bank or EMS against Merchant until paid in full.

36. Financial Accommodation. The acquisition, processing and settlement of Transactions is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assigned or enforced and Bank and EMS shall be excused from performance hereunder.

37. Covenants applicable to American Express acceptance. The provisions of the American Express Operating Guide are incorporated herein by reference and made a part hereof (see http://www.americanexpress.com/merchantopguide). Merchant hereby expressly authorizes EMS to submit Transactions to, and receive settlement from, American Express on behalf of the Merchant. American Express is hereby conferred third-party beneficiary rights, but not obligations, to this Agreement that will fully provide American Express with the ability to enforce the terms of this Agreement against the Merchant. Merchant may, at any time, opt out of accepting American Express Cards without directly or indirectly affecting its rights to accept other Cards.

Merchant acknowledges that it may be converted from the OptBlue® Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with the Rules and expressly agrees that upon conversion, (i) the Merchant will be bound by American Express' then-current Card Acceptance Agreement; (ii) American Express will set pricing and other fees payable by the Merchant for American Express Card acceptance; and (iii) Authorization or other Transaction Fees may still be payable to EMS pursuant to the Schedule of Fees in this Agreement. Neither Bank nor EMS is a party to the American Express Card acceptance agreement.

Merchant may not bill or collect from any Card Member for any purchase or payment on the American Express Card unless Chargeback has been exercised, the Merchant has fully paid for such Charge, and it otherwise has the right to do so.

Merchant's refund policies for purchases on the American Express Card must be at least as favorable as its refund policy for purchase on any other Card and the refund policy be disclosed to Card Members at the time of purchase and in compliance with Applicable Law.

Any and all American Express Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose American Express Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchant's establishments in accordance with this Agreement. Merchant must ensure that it and any third parties it enlists to facilitate Transaction processing complies with the American Express Technical Specifications (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchants may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchants should work with EMS.

If a Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify EMS immediately; (ii) policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Card Member or issue Credit for any portion of the Charge for which Merchant has not delivered the goods or services.

This Agreement shall be effective only upon (i) acceptance and/or signature by EMS, and (ii) the approval of Bank. Merchant's submission of transactions under this Agreement shall constitute Merchant's acknowledgment of acceptance of this Agreement by Bank and EMS. Any application fee paid to Bank or EMS is nonrefundable whether or not Merchant and this Agreement are accepted by Bank and EMS.

_____

Merchant Name (Print)

By: _____ //2024

Authorized Signature **Date:**

_____

Authorized Signer's Name (Print)

Its: _____

_____ //2024

Guarantor **Date:**

_____

Guarantor **Date:**

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electronic merchant systems®

EMS AGENT CHECKLIST

DEALS WITHOUT TERMINALS

Complete only if no terminal is being shipped. Please send seperate order form (on EMSU) if EMS needs to ship a terminal.

☐ EMS Install/Deployment ☐ Send Welcome Kit _____
Terminal Type

DATE: ____ / ____ / 2024 EMS ISSUED OFFICE NUMBER: 5546

MERCHANT DBA: _____

SALES REP: KEVIN ZHAO

MERCHANT EMAIL: @ZBSSOLUTIONS.COM
Required on All Deals

PRICING MODEL

☐ Dual Pricing
- ☐ 3% ☐ 4% ☐ Flat Rate _____

☐ Surcharge
- ☐ 3% ☐ 4% ☐ Flat Rate _____

TERMINAL INFORMATION

☒ Terminal Type: DEJAVOO Z8

Number of Terminals: 1

☒ IP ☐ Dial Up ☐ Wireless

If Wireless:

☐ WiFi ☐ EMS to Supply SIM ☐ Merchant to Supply SIM

☐ Debit
- ☐ Internal Debit
- ☐ External, Pin Pad Model: _____

☐ EBT (FNF #) _____

TERMINAL APPLICATION

☐ Retail
☐ Retail with Tips
☐ Restaurant with Tip Adjust
☐ Counter Service (Tip @ Sale)
☐ Surcharge Processing
☐ MOTO (20% + Keyed)

PAYMENT GATEWAY CONFIGURATION

☐ Gateway Name: _____
- ☐ EMS Billing the merchant (require fees on e-commerce line of the merchant agreement)
- ☐ Agent / 3rd Party / Existing Gateway (EMS only builds a VAR sheet)
- ☐ With Swiper

  Model: _____

☐ EMSmobile _____

(required for all payment gateway and virtual terminal accounts)

Please check off below all options desired by the merchant. This will allow us to provision the proper payment gateway.

☐ Mobile App (if card reader required, provide EMSmobile)
☐ Virtual Terminal Only (includes email invoicing & Secure Vault)
☐ Quickbooks Integration
☐ Level III Processing
☐ Account Updater (extra cost applies)
☐ Integration to POS Software*
- ☐ POS Software Name

  _____

☐ API Integration to Shopping Cart*
- ☐ Shopping Cart Name

  _____

POS SOFTWARE INFORMATION

☐ Total Touch POS
☐ MaxxPay
☐ External Software: _____
- ☐ Software Version: _____
- ☐ VAR Contact Info: _____

  _____

  _____
- ☐ How Many Lanes: _____

Note: Merchant is responsible for reprogramming which may require cost from the VAR.

REQUIRED DOCUMENTATION

☐ Merchant Application
☐ 3 Most Recent Processing Statements
☐ Disclosure Page
☐ Drivers License
☐ Inside Photo Showing Inventory
☐ Outside Photo Showing Signage
☐ Voided Check
☐ W9
☐ Multi-Merchant ____ of ____
Additional Location ____ of ____

REQUIRED PREVIOUS PROCESSING INFORMATION

(SQUARE / STRIPE / PAYPAL / ETC.)

☐ Website / Processor: _____
- ☐ Login Name: _____ ☐ Password: _____

Other Information: _____

_____

_____

_____

_____

_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶** //2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MERCHANT APPLICATION / AGREEMENT

Addendum for additional owners and officers.

OWNERS AND OFFICERS

You must provide the name, date of birth, address and social security number of (i) each person who directly or indirectly owns 10% or more of the business, and (ii) if not a listed owner, at least one person with significant responsibility for managing the business. Failure to do so may result in immediate termination of your account, as well as penalties for violation of Financial Crimes Enforcement Network Anti Money-Laundering rules. Attach additional sheets if necessary. Bank or EMS may perform investigations to validate this information.

Name (4)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (5)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (6)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (7)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (8)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (9)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (10)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )
Name (11)			**SSN**		**Title**	
Residential Address	**City**		**State**	**Zip**	**Email Address***	**Time at Residence** ☐ OWN YRS MOS ☐ RENT
Drivers License or State ID No.	**State of Issue**	**Equity Ownership** %	**Management Responsibility?** ☐ Yes ☐ No	**Date of Birth** / /	**Residence Telephone*** ( )	**Mobile Phone*** ( )

* By providing your residence telephone number, mobile telephone and email you agree that the Bank or EMS may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further consent to receiving emails at any e-mail address you provide the Bank or EMS or use other electronic means of communication to the extent permitted by law. Consent may be revoked at any time and by any reasonable means.

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