MERCHANT PROCESSING APPLICATION AND AGREEMENT Relationship Association Sales Rep Name Application Date GENERAL INFORMATION 2. BUSINESS LOCATION INFORMATION 3. BUSINESS STRUCTURE Pg 1 of 4 Client's Corporate/Legal Name (Must match IRS income tax filing) Client's Business Name (Doing Business As) Location Address Corporate Address (if Different than Location) State City State Location Phone Location Fax Contact Name Contact Phone **Customer Service Phone Prior Security Breech? Business Email** Yes **Business Website Address** Fed Tax ID # (Must match IRS income tax filing) Multiple locations? Y or N If Yes, enter # of locations Date Business Started Length Current Ownership Additional Location to existing MID Send retrieval / chargeback requests to Send monthly merchant statements to Location Address Corporate Address Location Address Corporate Address I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.) LLC/LLP Govt. (Local/State/Federal) 501c/Tax Ex. Sole Prop **Partnership** C Corp S Corp NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Section III, Part A.3 of your Program Guide for further information.) 4. OWNERS / PARTNERS / OFFICERS 5. START UP FEES OWNER / PARTNER /OFFICER 1 **OWNER / PARTNER /OFFICER 2** START UP FEES Name Application Credit Title % Ownership Title % Ownership Equipment Home Address Wireless Setup Home Address \$ City State Zip City State Zip Injection \$ Telephone Telephone Monthly Rental Email Address Email Address Expedite Social Security # Birth Date Social Security # Birth Date Total Prior Bankruptcies? No Yes Business and/or Personal **Date Discharged:** 6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION Mail / Telephone Order Business Type: Retail Restaurant Internet Lodging Supermarket Government Petroleum Charity/Non Profit B2B Utilities _____Healthcare __ _Education ____QSR _ Requested Monthly Payment Card Volume \$___ Sales to Consumers ____ Card Present Swiped % Requested Average Payment Card Ticket Card Present Not Swiped Sales to Business Requested Highest Payment Card Ticket \$_ МОТО Sales to Government ___ % % Seasonal Merchant? ___ Yes ___No (circle closed months if yes) Internet (ecommerce) % Days to Delivery J F M A M J J A S O N D **Prior Processor** Description of products or services sold Describe your return policy **8. BANKING ACCOUNT INFORMATION** Deposit Bank Name Routina# Account#

Fees Bank Name

Account#

Routing#

9. SERVICE ACCEPTANCE AND FEE SCHEDULE Pg. 2 of 4												
Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)												
Visa Credit MC Credit Visa Non-PIN Debit MC Non-PIN Debit Discover Network American Express Pin Debit												
Select V/MC/Discover Network Discount Plan: (Based on Gross Sales Volume) Tiered Basic						Requested Discount Payment Method: Daily Monthly Assessments: Included Bill Separately						
Pass Th	hrough I/C					(If Pass Th	rough	I/C – Ass	essments MUST Bill	Separately)	У	
Pin Debit Discount Plan: Pin Debit Network Fee Pass-through												
DISCOUNT FEES												
(%)			PER ITEM (\$)	QUALIFICATION		DISC. FEE (%)		PER ITEM (\$)	QUALIFICATI	ON DI	SC. FEE (%)	PER ITEM (\$)
	MASTI	ERCARD				VISA			DISCOVER NETWORK			
Credit Qualified		%	\$	Credit Qualified			%	\$	Credit Qualified		%	\$
Credit Mid-Qual %		\$	Credit Mic	lid-Qual		% \$		Credit Mid-Qual		%	\$	
Credit Non-Qual %		%	\$	Credit Non-Qual		%		\$	Credit Non-Qual		%	\$
CheckCard (Qual	%	\$	CheckCard Qual		%		\$	CheckCard Qual		%	\$
CheckCard I	Mid-Qual	%	\$	CheckCard Mid-Qual			%	\$	CheckCard Mid-Qu	ıal	%	\$
CheckCard Non-Qual %		\$	CheckCard Non-Qual			%	\$	CheckCard Non-Qual		%	\$	
Pass Throug	jh IC	%	\$	Pass Thro	Pass Through IC		%	\$	Pass Through IC		%	\$
		%	\$				%	\$			%	\$
Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include but are not limited to Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, FANF, Integrity Fee and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, et al. American Express One Point Discount												
(choose one)	Industry		(ch	loose one)	Industry		Progr	am Type	One Point	ESA***		
B2B		cies & Tour Operators**		State and Local Education		Gov't						
Fast Food F			лъ	Telecommunicat		ations			Order NewUse Existing			
		t Gas Station		Supermarket			Existing SE # CAP #					
Lodging		/holosala & All Othor	esale & All Other		Mail Order & International		Rate (%) Per Item					
		d Healthcare				American Express Credit % \$						
Other Transportation						American Express Credit						
Restaurant**		**					Fee to be applied by American Express ***FOR ESA ONLY - Monthly flat fee of \$7.95 or Discount Rate may apply. **0.30% downgrade will be charged for transactions whenever a CNP (Card not Present) charge occurs. CNP mean charge for which the card is not presented at the point of purchase (e.g. charges by mail, telephone, fax or Internet).					
						CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.					repaid Cards.	•
	Retail**						An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8020), and Child Care Services (MCC 8351).					
		Authorizatio	n Fees				Universit	ies, Professional S	Monthly Fe			
Visa/MC/Dis	cover Netwo	ork \$	Electro	nic AVS	\$	Monthly Minimum \$ Industry Compliance \$						
Amex/ Fleet/	Other	\$	Voice Auth \$			Wireless F	Wireless Fee \$ Monthly Service Fee				ee	\$
Pin Debit Authorization \$ Voice			Voice A	AVS \$		PIN Debit Fee		\$	5 Misc	Monthly Fee		\$
EBT Authorization \$					Industry No Program Guide		mpliance	liance up to \$14.95 (if applicable per Section 4.8 of the Merchant				
		Misco	ellaneous	s Fees		-	MX Merchant Fees					
Sales Transa (All Card Typ		\$(Per Item)	\$ Chargeback Fee (Per Item)			\$ (Per			X Merchant Monthly Fee \$			
Return Transaction Fee (All Card Types)		\$ Retrieval Fee			\$MX M			IX Merchant ProgramReportingBasic PlusPremiumEnterprise				
Batch Fee		\$ Annual Fee			Occurrence) MX Ga			X Gateway Transaction Fee \$				
ACH Reject Fee (Per Item) ACH Reject Fee (Per Occurrence)					Ť	Bill to		Statement	_ Checking Ac	ctCre	edit Card	
		(Per Occur	rence)					<u> </u>				
In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$ Early Termination Fee in accordance with Part III, Section A.3 of the Merchant Program Guide.												

10. Other Card Types Page 3 of 4											
Accept EBT		r VoyagerYe	sNo			Order Check Services Yes No					
Accept EBT Cash Benefit	Orde	r WEXYe	sNo			(Must attach addendum with app. copy)					
EBT # (Number(s) must be obtained thro	unh the state		attach Wright Expranding letter with ap		ion a	nd	Order Gift Card \	res No)		
department of agriculture)		anding letter with ap	р сору)			(Must attach addendum with ap	р. сору)				
11a. EQUIPMENT / PROCES	11a. EQUIPMENT / PROCESSING METHOD										
Application Type: Retail	O Restauran	nt w/ tip 🗌	_	ick Serv	re Restaurant (no tip) Hotel Auto Rental						
Terminal Features	YES	NO			Y E S	NO		YES	NO		
Fraud Check (last 4-digits)			Purchasing Car				Invoice # / Purch order #				
AVS + CVV2			Server / Clerk #		Ш		Auto Close? Y N If yo				
IP Connection? Yes ☐ No	•					=	Requests (Multi-Mid, Dial 9	, etc):			
Wireless? Yes No No				SIM Card N			Jumber DEPLOYMENT				
TYPE OF EQUIPME	:N I	PRO	DDUCT NAME	QUANTI	IY		DEPLOTMEN				
Terminal Pinpad Printer	☐ VAR* ☐]				Existin	g 🗌 Agent 🗌 New Order (attach order form) 🗌				
Terminal Pinpad Printer	□ VAR* □]				Existin	ng 🗌 Agent 🗌 New Order (at	tach order fo	rm) 🗌		
Terminal Pinpad Printer	☐ VAR* ☐]				Existin	ng 🗌 Agent 🗌 New Order (at	tach order fo	rm) 🔲		
Terminal ☐ Pinpad ☐ Printer	□ VAR* □]				Existin	ng 🗌 Agent 🗌 New Order (af	tach order fo	rm) 🗌		
*Manufacturer/product/versi	on of PC/In	ternet so	oftware:								
Prior Security Breach	Yes	No									
Do you use any third party to store, process or transmit cardholder data? Yes No? If yes, name/address:											
ORDER LEASE Y. N. Lease Company: Lease Term: Mos. Annual Tax Handling Fee: 10.20 Total Monthly Lease Charge \$ w/o taxes, late fees, or other charges that may apply- See Lease Agreement for details. This is a NON-CANCELABLE lease for the full term indicated (Client's Initials:)											
11b. CARD NOT PRESENT I											
If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.											
1. Please submit your Product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.											
2. If Internet please check your type of business:											
Web HostingDomain RegistrationWeb Page DesignAuctionInternet Service GatewaySelling Digital ServiceAdvertisementSelling Hard GoodsOther											
If using the Internet, list encryption method, vendor, and controls used to secure transaction information:											
3. How will the product be advertised or promoted?											
4. Billing Methods: (Check all that Apply)											
Monthly - <u>%</u> Yearly - <u>%</u> Quarterly - <u>%</u> One Time - <u>%</u> Hourly - <u>%</u>											
5. List the name(s) and address(es) of the vendors from which supplies are purchased.											
6. Who performs product/service fulfillment?											
	1-1-1-1-1-1										
7. Please describe how a sale takes place from beginning of order until completion of fulfillment											

12a. SITE INSPECTION (Completed by Sales Agent)		Page 2 of 2
I have personally conducted a Site Inspection for this merchan application is PABP (Payment Application Best Practices) valid the best of my knowledge. I am subject to criminal penalties a	dated (if applicable), and represen	t that the information in this merchant application is accurate, as to
Sales Agent Name: (printed)	Signature X	
12b. Annontation		
13 SIGNATURES		
PPS1409) and Confirmation Page, which is part of this Merchant Proce Client will nott accept more than 20% of its card transactions via mail, Section 7, Transaction Information section above, you are authorized to as a signature page to the Equipment Lease Agreement and the Amer the undersigned Client being the "Lessee" for purposes of such Equi Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("Frataments and other data contained herein and to obtain additional interesting Application. Client authorizes PRIORITY and BANK and credit worthiness, credit standing, credit capacity, character, general re and educational institutions. Each of the undersigned also authorize Application and Agreement and any information received from all referverify your identity while processing your account application. If the acconnection with the maintenance, updating, renewal or extension of the	essing Application (consisting of Sectior, telephone or Internet order. However o accept transactions in accordance witrican Express Card Acceptance Agreement Lease Agreement and/or "You PRIORITY") and Wells Fargo Bank, Noternation from credit bureaus and othe their respective agents (a) to procure eputation, personal characteristics, or makes us and our Affiliates to provide am rences, including banks and consumer Application is approved, each of the use Agreement.	correct and that Client has received a copy of the Program Guide (Version ns 1-13) and by this reference incorporated herein. Client further agrees that r, if your Application is approved based upon contrary information stated in the percentages indicated in that section. This signature page also serves ment appearing in the Third Party Section of the Program Guide, if selected, it and "Your" for the purposes of the American Express Card Acceptance N.A. ("BANK") and their respective agents to investigate the references, are lawful sources, including persons and companies names in this Merchant information form any consumer reporting agency bearing his/her personal node of living, and (b) to contact all previous employers, personal references nongst each other the information contained in this Merchant Processing reporting agencies. It is our policy to obtain certain information in order to undersigned also authorizes us to obtain subsequent consumer reports in
Acceptance Agreement ("Agreement"), and that all information provided Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the inreports from consumer reporting agencies, and disclose such information direct PRIORITY and AXP and AXP agents and Affiliates to inform agencies. Such information will include the name and address of the marketing and administrative purposes. I understand that upon AXP's for PRIORITY to perform services for AXP or in AXP's standard Card	ed herein is true, complete and accura nformation in this application and recei- tion to their agent, subcontractors, Affi me directly, or through the entity abow he agency furnishing the report. I also a sapproval of the Application, the entity acceptance program, which has differ may be enrolled in AXP's standard Ca	he above entity which agrees to be bound by the American Express Card ate. I authorize PRIORITY and American Express Travel Related Services and exchange information about me personally, including by requesting ililates and other parties for any purpose permitted by law. I authorize and e, of reports about me that they have requested from consumer reporting o authorize AXP to use the reports from consumer reporting agencies fro will be the Agreement and materials welcoming it, either to AXP's program rent servicing terms (e.g., different sppeds of pay). I understand that if the ard acceptance program, and the entity may terminate the Agreement. By tention to be bound, the entity agrees to be bound by the Agreement.
hardware, software and shipping.	·	automated Clearing House (ACH) for costs associated with the equipment
You further acknowledge and agree that you will not use your merch Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be		illegal transactions, for example, those prohibited by the Unlawful Internet
Client certifies, under penalties of perjury, that the federal taxpayer ider	ntification number and corresponding fil	ing name provided herein are correct.
Client agrees to all the terms of this Merchant Processing take effect until Client has been approved and this Agreen Client's Business Principal / Officer:		his Merchant Processing Application and Agreement shall not DRITY and BANK.
Signature X	Title	
Print Name of Signer	Date	
Signature X		
Print Name of Signer	Date	
Personal Guarantee The undersigned guarantees to PRIORITY Client, including payment of all sums due and owing and costs associat the Client or enforce any other remedy before proceeding against the u undersigned and shall bind the heirs, administrators, representatives are	and BANK the performance of the Agr ted with the enforcement of the terms that undersigned individual. This is a continual assigns and be enforced by or for that tion and Agreement and any addendum	reement, and First Data Lease if applicable, and any addendum thereto by hereof. PRIORITY and BANK shall not be required to first proceed against uing guarantee and shall not be discharged or affected by the death of the e benefit of any successor of PRIORITY or BANK. The term of this in thereto and shall guarantee all obligations which may arise in connection
Personal Guarantee Signature X	Print Name:	<mark>Date</mark>
Personal Guarantee Signature X	Print Name:	Date
Accepted By Priority Payment Systems, LLC P.O. BOX 246, Alpharetta, GA 30009-0246	Wells Fargo Bank, N 1200 Montego Way, W	A Valnut Creek, CA 94598
Signature X	Signature X	

Title

Title ___

_____Date____

_Date__

PART IV: CONFIRMATION PAGE

PROCESSOR Name: Priority Payment Systems INFORMATION: Address: P.O. Box 246, Alpharetta, GA 30009-0246 URL: www.prioritypaymentsystems.com/manuals/TSYS0713programguide.pdf Customer Service #: 1-877-544-7626							
Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.							
1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide). 2. We may debit your bank account from time to time for amounts owed to us under the Agreement. 3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide. 4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing. 5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms 6. We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances. 7. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied. 8. The Agreement contains a provision that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fee Information." 9. If you lease equipment from Processor, it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED. 10. For questions reg							
11. Card Organization Disclosure Visa and MasterCard Member Bank Information: Esquire Bank. The Bank's mailing address is 320 Old Country Rd, Garden City, NY 11530, and its phone number is (516) 535-2002.							
Important Member Bank Responsibilities: a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant. b) The Bank must be a principal (signer) to the Merchant Agreement. c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor. d) The Bank is responsible for and must provide settlement funds to the Merchant. e) The Bank is responsible for all funds held in reserves that are derived from settlement.							
Important Merchant Responsibilities: a) Ensure compliance with Cardholder data security and storage requirements. b) Maintain fraud and Chargebacks below Card Organization thresholds. c) Review and understand the terms of the Merchant Agreement. d) Comply with Card Organization rules. e) Retain assigned copy of this Disclosure Page. f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html g) You may download "MasterCard Regulations" from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules/htm Print Client's Business Legal Name:							
By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version PPSTSYS0713] consisting of 35 pages (including this confirmation).							
Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.							
Client understands that a copy of the Program Guide is also available for downloading from the Internet at: www.prioritypaymentsystems.com/manuals/TSYS0713programguide.pdf							
NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED. Client's Business Principal: Signature (Please sign below):							
Please Print Name of Signer Title Date							

TSYS0713



PCI Compliance Questionnaire

Answer the following questions regarding PCI Compliance.

1.	Do you store card information electronically? (You are not storing the pin or ccv, and you are						
	making sure that card numbers are truncated.)						
2.	Do you exchange card information via electronic mail, chat, or text?						
3.	The only people who need the card information have access to it. Correct?						
4.	Are you locking up receipts, or storing them in a folder marked "CONFIDENTIAL"?						
5.	Are you sending out credit card information via courier? (UPS, FedEx, off-site storage)						
6.	Do you keep credit card receipts for a minimum of 3 years? Afterwards, they may be						
	destroyed by cross-cut, shred, or burning.						
7.	Are you sending out your customer's information to other service providers?						
8.	Do you have policies & procedure posted for credit card transactions?						
	If not, please do so. The document needs to state on how you process credit cards, store them, and if there is a breach, how is the situation documented and escalated. If a breach does occur and you do not have these policies & procedures in place, you will be fined and so will your processor.						
	Part 3b. Merchant Acknowledgement						
_	Signature of Merchant Executive Officer						
_	Merchant Executive Officer Name	<u>Title</u>					
	Merchant Company Represented						