

## **MERCHANT PROCESSING APPLICATION**

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

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

Representative Name			#			Sales Office #			#	Phone #							
	Merchant's Legal Business Name: (for Sole Proprietorships, ente				er Principal'	Principal's name) Doing Busines			ess As N	s Name:							
NO NO	Federal Tax ID Number (TIN) / Employer Identification Number (							s	Social Security Number (SSN): (for Sole Proprietorships only)								
MAT	Important Notice: Failure to provide accurate Legal Business Name, TIN, EIN and/or SSN may result in a withholding of merchant funding per IRS regulations. See Part III A.3 of the Merchant Services Program Guide for further information.																
GENERAL INFORMATION	Business Address: (no P.O. Boxes)				City/State/Zip:			/		/			Time at Location: Years: Months:				
AL IN	Mailing Address:						Ci			tate/	Zip:		1		. oa. o <u>.                                   </u>		/
NER	Business Phone	<b>:</b> :		Custom	er Service F	Phone:		(	Cell Pho	ne:				Busi	ness Fa	ax:	
Ö	Contact Name: (First)				(Last)						# of Locatio	ns:		me in Bu	usine	ss: _ Months:	
	Business E-Mail:							Business Website:						9			
NOIL	Mail/Phone				lic Sector h Advance/ oleum Pav	ector				Gov't. Trust E Assoc.		Business Location:  Store Front Office Home Other (specify):					
BUSINESS INFORMATION	Method of Marketing: (attach examples)  ☐ Newspaper ☐ Magazine/Catalog ☐ Direct Mail ☐ Internet ☐ Merchant ☐				oduct/servio ] Vendor/F ent House	Internet Sales:  t/service fulfillment?  ndor/Fulfillment House  House Information:  Does Merchant use third party to st cardholder data?  Yes  Third Party Information:  Name:					Yes □	□ No □					
USINESS	Address:					Address: Phone:						ty:					
ā	☐ Seasonal Merchant  Months Merchant will process:  ☐ Customer Return Policy: ☐ Refund w/in 30 days ☐ Excha				nange Only	ge Only ☐ None    Number of Days Until Product/Service is Delivered:					ansac	ctions are settled:					
9 Z IIV	Has Applicant ever accepted credit cards before? ☐ Yes ☐ No				1 -	Has Applicant ever had a previous credit card processor terminate its merchant account?  ☐ Yes ☐ No ☐ If Yes, by whom?								account?			
PROCESSING HISTORY	If Yes, who was your processor? Former Merchant Number(s):					Explanation for prior closure (attach additional pages if necessary):											
_	Name: (First) (Last)				Socia	Social Security Number					% Ownership	: Ti	tle:				
PRINCIPAL	Residential Address:				Own	Own: Rent:			City:		Si		State: Zip:				
PRIN	How Long at This Address? Home Phone:  Years: Months:				Date of	Date of Birth:			Principal 1 Email:								
7	Name: (First) (Last)				Socia	Social Security Number: % Ownership: Title:											
PRINCIPAL 2	Residential Address:				Own:	Own: Rent:			City:			St	State: Zip:				
PRIN	How Long at This Address? Home Phone:  Years: Months:				Date of	Date of Birth:			Prin	rincipal 2 Email:							
	☐ VeriFone ☐ PAX ☐ FD ☐ Other:					☐ Card Reade						☐ PIN Pad			☐ Printer		
	Model:Additional Terminals:					Model:			Model: Model:					Model:			
EQUIPMENT	Wireless:  ☐ GPRS ☐ CDMA  If Phone Code Needed For Dial Out, Please Enter Below: (i.e. "8", "9", etc)  Terminal Automatic Clo ☐ Yes ☐ No Time: ☐ Al Time Zone: ☐ Pacific				M □PM	M □ PM □ N			t-end: Omaha		Shopping (	☐ Payment Gateway:Shopping Cart: ☐ Software:					
EQU	Dial Code: Central								ther: Softw			oftware Version:					
	Download:  Tips: ☐ Yes ☐ No If Yes: ☐ Counter Tip (Before Sale) ☐ Restaura																
	Mobile Device Carrier*:  Manufacturer*:				Cell Pho	ne Nu	mber*	:						c	order to	nation required in setup mobile device	

	Lease Term: Mont	ho.	Total manthly la	ann abarras C	ude Tev				
EASE	Lease Term: Mont		•	ase charge: \$ x Handling Fee: \$1		This is a non-cancelable lease for the full term indicated. Merchant Initials:			
	MCC/SIC:  Monthly Sales Processing Limit: \$	Customer Service / Statement	t Fee:	Transaction Fee:	ver / American Express per transaction	FDR Help Desk Fee: \$3.50 each FDR Asst. Service Fee: \$3.50 each ACH Return Item Fee: \$25.00 each			
	Average Ticket: \$	Plus Dues and Assessments	por monur		per transaction	ACH Change Fee		\$25.00 each	
	Monthly Minimum Discount Fee: \$  Offline-Debit Discount Rates:	plus Dues and Assessments	%	WEX / Voyager Tr		Retrieval Request: \$eac Chargebacks: \$eac Interchange Clearing Fee: 0.049 Over Limit Fee:9 High Risk Fee:9 Business Information Verification Fee: \$9 Reserve Maint. Fee: \$2.50 per mont			
SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)	Qualified (Qual) Fee:%  Mid-Qualified Fee: Qual plus%  Non-Qualified Fee: Qual plus%  Settled Transaction Fee: \$	American Express: Pass-Through Pricing plus  System Processing Fee: PIN Debit Card Fees:	0.40%	Batch Header: Voice Auth: Annual Fee:	\$per batch \$each				
	Credit Card Discount Rates:  Qualified (Qual) Fee:%  Mid-Qualified Fee: Qual plus%  Non-Qualified Fee: Qual plus%		per	TransArmor Fee  Refer to Page 3 for Early Termination	\$per inquiry	Regulatory Fee: Regulatory Non- Compliance Fee:* PCI Non-Action Fe	\$ * \$ ee:* \$	(if applicable) per month per month	
	Settled Transaction Fee: \$	Enhanced Recovery Reduced Rate:	%	Wire	eless Fees	*if applicable; see pa Payme	ge 3 Int Gatewa	y Fees	
SCHEDULE OF (TO BE COMPLE'	Offline-Debit and Credit Card Discount Rates disclosed apply to VISA, MasterCard and Discover transactions.	Offline-Debit Qualified Fee: Credit Card Qualified Fee: American Express:	% %	Set-up Fee:	Quantity X			Quantity X	
	American Express Discount Rates:  Qualified (Qual) Fee:%  Mid-Qualified Fee:%  Non-Qualified Fee:%	Enhanced Recovery Reduced Rate: Credit Card Qualified Fee: Applies to Non-qualified VISA,	% % , MasterCard,		Б X		\$		
	Non-Qualified Fee:%  Settled Transaction Fee: \$	Discover, and American Expre Debit and/or Credit Card Trans Paragraphs 1.9.3 and 19.1 of Services Program Guide.	sactions; see	If applicable, we may also charge fees to Merchant for the specific circumstances as described in Section 19 of the Program Guide. See Section 19 of the Program Guide for other charges that may apply.					
	The following fees will be passed throug Program Guide), Zero Floor Limit, Trans. Reversal Integrity, NABU, License, Kilob Fee; and PIN Debit Network Annual Fee	action Integrity Fee, Int'l Acquiring yte, CVC2, and ICA AVS Fees;	ng, Kilobyte, and	AFD Partial Auth N	on-Participant Fees; Mast	terCard Acquirer Su	pport, Cros	ss Border,	
Comn	nents:								
		ADD	DED SERVICE	ENROLLMENT					
☐ De	bit Card Services	tronic Benefits Transfer (EBT) E	BT/FNS#:			☐ WEX / Voyager			
☐ Ch	eck Services	☐ Gift Card S	ervices		Lease Services				
	Accent all MasterC	ard, Visa, Discover, and Americ	CARD ACCE		Lunless any selections be	alow are checked)			
	erCard Acceptance: C Credit transactions	Visa Acceptance:  ☐ Visa Credit transactions  ☐ Visa Non-PIN Debit transacti		Discover Acceptand Discover Credit t	be:	American Express			
See F	Paragraph 1.9 of the Merchant Services' Programme Paragraph 1.9 of the Merchant Services' Programme Progra				NOT.				
Existi	ng American Express Direct SE Merchant		NEXPRESS	CARD ACCEPTA	ANCE				
		LETE THE FOLLOWING SI	ECTION AND I	NCLUDE A VOII	DED BUSINESS CHE	CK FROM ACCO	UNT***		
z	Bank Name:	Bank Address:		City:			Zip:		
BANK INFORMATION	Branch:	Bank Phone:			Contact Name:				
B/ INFOR	Transit # (ABA Routing):	l	A	ccount # (DDA):					
	MERCHANT SITE SURV	EY *Photograph of business	location (inter	ior & exterior) are	e required. (Completed	by Sales Repres	entative)		
Date:	Type of Buil	lding:		Sq	uare Footage (approxima	te):			
Inspe	ctor's Comments:								
	e verified the identification of the above list	ed principal(s):	U	nder the penalty of p	perjury and accountability, I	hereby certify I pers	onally con	ducted this	
Sales	premises inspection described above and hereby certify that this business is legitimate.  Inspector's Signature:  Inspector's Signature:								
ffered	dersigned, and each of them, if more th by Wells Fargo Bank, N.A. ("Bank"), a nt services described in this Application	member of Visa USA, Inc. ("V	isa") and Maste	rCard Internationa	<ol> <li>Inc. ("MasterCard") for</li> </ol>	Merchant. In orde	er for Mer	chant to obtain the	

The undersigned, and each of them, if more than one, acknowledge(s) and agree(s) that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard") for Merchant. In order for Merchant to obtain the payment services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Payment Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment, Inc. ("Company") and its Affiliates (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover and American Express are not bank card networks. Bank is not a sponsor of Discover or American Express Card Transactions under this Agreement (as defined below) and is not a party to this Agreement insofar as it relates to Discover and American Express Card Transactions. The provisions of this Agreement regarding Discover and American Express constitute an agreement solely between Merchant and Company. This Agreement applies also to Additional Services (also as defined below), provided that this Agreement as it relates to Additional Services.

By signing below, Merchant (and each individual undersigned) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services Program Guide ("Program Guide"), including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively, the "Agreement"); b.) Merchant and the

undersigned understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide; that Merchant and the undersigned received and reviewed this Agreement including all the documents and information which are incorporated herein by reference (including the Program Guide which is also available for viewing and/ or downloading from the Internet at: https://www.ipaymentinc.com/docs/librariesprovider11/guides/ms-program-guide-0915.pdf); that the Agreement sets out the terms and conditions under which Merchant may utilize the Services; and that Merchant has an obligation to promptly contact Company and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) the undersigned have the authority to bind Merchant such that, upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and, with respect to certain provisions, the individual(s) executing this Agreement on behalf of Merchant who is/are making certain representations and promises in his, her or their personal capacity.

By signing below, the undersigned individually and on behalf of Merchant warrant and certify that all information submitted under the Agreement (including this Application) is true, correct, and complete and understands that Bank and Company will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. The undersigned hereby authorize Bank and/or Company and their Affiliates to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or Company and their Affiliates continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references of Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or Company and their Affiliates to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. The undersigned furthermore agree that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or Company and their Affiliates. The undersigned further acknowledge and agree that Merchant will not use any Merchant Account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time. Merchant acknowledges and agrees that Bank and/or Company and their Affiliates and their third party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this Application, or as may be updated by Merchant from time to time, and/or may leave a detailed voice message in the event that Merchan

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

By signing below, Merchant and the undersigned agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and Company and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and Company's discretion may render the Agreement invalid; c.) Merchant must select and indicate the category of "Cards" it will accept on this Application, which will collectively be referred to as "Cards". Merchant acknowledges and agrees that Merchant will be furnished with the Payment Services and products described and selected by Merchant in this Application and that Servicers will be the sole and exclusive provider of the Payment Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by Merchant of this Agreement with respect to Payment Services within three (3) years from the date of approval or any termination by Bank and/or Company as to Payment Services due to an Event of Default by Merchant, will be subject to payment of the applicable early termination fees for each Merchant Account and Merchant will be charged a fee for such early termination equal to (i) \$350.00 for each Merchant Account if terminated before completion of the first year of the Term; or (ii) \$250.00 for each Merchant Account if terminated after completion of the first year of the Term but prior to the end of the third year of the Term. A \$149.00 Annual Enhanced Security Package Fee will be assessed to each Merchant Account monthly for not taking action to complete their required PCI compliance requirements. The Business Information Verification Fee will be assessed to each Merchant Account within thirty (30) days of the Merchant Account being approved. The Regulatory Non-Compliance Fee will be assessed to each Merchant Account during each month where an inaccurate federal

If Merchant has selected (by checking the appropriate box on this Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, the undersigned individually and on behalf of Merchant hereby acknowledge and agree that the executed signature page of this Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on this Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes Company and Bank and their Affiliates to share and exchange the information on this Application with the Third Parties and service vendors that may be engaged to provide Additional Services (as defined below) and to provide a copy of the executed signature page to the respective Third Party or service vendors, if requested.

Notice: Merchant may be enrolled in Additional Services as described in the Program Guide, for which applicable fees will be incurred. Merchant may cancel Additional Services during the thirty (30) day period following notice of enrollment from Company and avoid fees for such Additional Services by calling toll free 1-800-716-9638 or by following other procedures described in the Program Guide or as otherwise explained in the applicable notice. Merchant acknowledges and agrees that Additional Services are subject to the Agreement including the Program Guide and documents referenced therein. The provisions of the Agreement regarding Additional Services constitute an agreement solely between Merchant and Company.

Merchant specifically authorizes Company and its Affiliates to collect fees and other charges applicable to Additional Services from Merchant's Settlement Account in accordance with their respective fee schedules as amended from time to time by Company pursuant to the ACH Authorization set forth below. The undersigned agree that the signature page of this Application shall also serve as the signature for the Agreement as applicable to Additional Services, including fees and charges. Merchant consents to accept electronic communications and acknowledge that Merchant's electronic signature is valid and enforceable in connection with all Services, including Payment Services and Additional Services, in accordance with the E-Sign Authorization provisions in the Program Guide. The undersigned agree to the Arbitration and Waiver provisions of the Agreement set forth in the Program Guide, which apply only to disputes between undersigned and/or Merchant and Company.

ACH Authorization: Through execution below, Merchant authorizes us to debit the Settlement Account specified herein as needed to satisfy all charges for the Payment Services and Additional Services described herein, including the Electronic Funding Authorization provisions of the Program Guide. Merchant consents to debits by us to the Settlement Account (a) for fees and charges for Payment Services pursuant to the Program Guide; and (b) for Additional Services in an amount ranging from \$0.00 to \$100.00, which Merchant agrees represents an acceptable range for the applicable Additional Services. Should the monthly fee and debit to the Settlement Account for Additional Services exceed this range for any reason, Company will provide Merchant with at least ten (10) days prior notice of such varying amount before the scheduled date of payment transfer from the Settlement Account. With respect to Additional Services, Merchant has the right to stop payment of these preauthorized transfers at any time with prior written or oral notice to Company. Should Merchant provide oral notice, written notice must follow and be provided to Company within fourteen (14) days for any oral stop-order to be valid and effective.

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding legal business name provided herein are correct and are those used by Merchant in filing all federal, state and local tax returns.

The undersigned have duly executed this Agreement (including this Application) on behalf of the Merchant identified above as of the date(s) indicated below, and hereby confirm that Merchant has received a complete copy of the entire Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (Revision 0915).

	Applicant/Merchant DBA Name						
Date	Print Name (First)	(Last)	Title				
	Date:						
		Date Print Name (First)  Date:	Date Print Name (First) (Last)	Date Print Name (First) (Last) Title  Date:			

## CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Bank and Company all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize Bank and/or its agent(s) and Company to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability for a Merchant Account and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Bank and/or Company obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor, and (iii) the right to require Bank or Company to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Bank and Company, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty.

You represent and warrant to Bank and Company that: (a) neither Bank nor Company has made any representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect You risks hereunder, and You further agree that Bank and Company shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Bank and Company in any manner.

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

Cian	atura	, An Individual	Drint Name (First)		(Loot)	Dete					
Sign	ature		Print Name (First)		(Last)	Date					
Cian	atura	, An Individual	Print Name (First)		(Last)	Dete					
Sign	ature		Fillit Name (First)		(LdSt)	Date					
		CO	ONFIRMATION	PAG	E						
SEF	RVICER INFORMATION:	iPayment, Inc.									
		P.O. Box 3429, Thousand 0	usand Oaks, CA 91359								
		www.ipaymentinc.com									
		Customer Service Number:	, ,								
		Fax Number: (818) 540-67	Fax Number: (818) 540-6712								
CAI	RD ORGANIZATION DISCL	OSURE:									
Visa	and MasterCard Member B	ank Information: Wells Fargo B	Bank, N.A.								
The	Bank's mailing address is 120	0 Montego, Walnut Creek, CA 94	1598 and its phone	numb	er is (925) 746-4172						
lmp	ortant Member Bank Respor	nsibilities:	Imp	ortan	t Merchant Responsibili	ties:					
(a)	) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a merchant.				<ul> <li>Ensure compliance with Cardholder data security and storage requirements.</li> </ul>						
(b)	The Bank must be a principa	I (signer) to the Merchant Agreen	nent. (b)		cks below Card Organization						
(c)	The Bank is responsible for e		thresholds.								
	and MasterCard Rules with w information may be provided	r ,	<ul><li>(c) Review and understand the terms of the Merchant Agreem</li><li>(d) Comply with Card Organization Rules.</li></ul>								
(d)	The Bank is responsible for a	(u)		· ·							
. ,	the Merchant.	,		ain a signed copy of this D							
(e)	The Bank is responsible for a derived from settlement.	(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 MasterC website at: <a href="http://mastercard.com/us/merchant/support/rule">http://mastercard.com/us/merchant/support/rule</a>							
Prir	nt Merchant's Business Le	gal Name:									
	its signature below, Merch ough IV (including this cor		as received the c	ompl	ete Program Guide (R	evision 0915) consisting of Part					
		•	all terms in the	Prog	ram Guide, which sha	II be incorporated into Merchan					
Agr	eement. Upon receipt of a	signed facsimile or original	of this Confirma	tion I	Page by us, Merchant's	s Application will be processed.					
NO	ALTERATIONS OR STRIKI	E-OUTS TO THE PROGRAM	GUIDE WILL BE	ACC	EPTED.						
	chant's Business Principa nature (Please sign below):										
<b>X</b> _											
			Title			Date					

(Last)

Print Name (First)