APPLICATION FOR MERCHANT CARD PROCESSING

STW Short Name:	Assoc #:_									
Sales Rep Name:	Sales Rep	Code:		Branch #: (if applical	ble)					
For purposes of this application	on, "Processor" or "TSYS" is TSYS field, CO 80021 and can be contact	Merchant So	olutions, 354-9256	LLC, or one of its	affiliate	es, located	d at 12202 and on the			
TSYS-affiliated website, www.		.ou ut (000) t	. 0200	. Additional line.		0011 00 10				
1. BUSINESS INFORMATION										
Legal Name of Business (25 characte	rs max)	DBA Name (25	characters	max)						
Legal Address	Suite	DBA Address (Physical location, no PO Boxes) Suite								
City	State ZIP	City			State	e Z	ΊΡ			
Legal Phone Number	Legal Fax Number	DBA Phone Nu	mber	DBA Fax Nu	mber					
() (<u> </u>	()		()						
Email Address for Notices:										
	Processing Agreement included with this application			relating to email addres	s usage.)					
	()	Length Owned:								
Website Address: Preferred Address for:		Years	Mo	onths						
Statements?	or DBA Address									
Chargebacks?	or DBA Address FAX									
☐ Email Address	(TransLink)									
Contact Name:		Title		Phone	-	_				
Any prior bankruptcies? Business:		Personal: Ye		If Yes, Filing Da						
Business type: Retail Reta	with Tips Restaurant MOTO% ☐ ness%	Internet%	Lodging	g ∐ Supermarket ∐	Utility L	Pharmacy				
	g description of Products or Services sold).	MCC / SIC								
Provide separate pages if needed:	mation as shown on your income tax return.)									
		Name (as show	n on your in	come tax return, up to	10 charact	ers)				
Taxpayer Identification Number: (Must ☐ EIN ☐ Social Security Number o	· /									
Address for IRS/Compliance notices: (if different than Legal Address given above) To consent to paperless delivery of IRS notices, please review and check the box below. By checking this box, you acknowledge that you have read and agree to Consent to Paperless Delivery of Tax Related Documents located at www.TSYS.com/documents are										
City	State ZIP			cation and that you cons	sent to rec	eiving IRS no	tices via			
For purposes of paperless delivery of I email address where you wish to recei address where such notices should be	RS Notices, you are required to provide a valid ve paperless delivery of your IRS Notices. If you		different fro							
(Email address required) Type of Ownership:	Exempt Payee: ☐Yes ☐No	F01(a)(2) Tay	overnt: \square	Voc DNo						
Sole Proprietorship, Date of Birth _	□ LLC □ Partnership									
☐ Political Organization	☐ Public Corporation		☐ Private Corporation ☐ Non Profit Corporation ☐ Financial Institution							
3. BENEFICIAL OWNER AND O							0.504			
	dividual, if any, who, directly or indirectly, throug r sole proprietorship for which the account is be U.S. Person: Social Security Number		rrangement,	understanding, relation	snip or oti	nerwise, owns	25% or more of			
Name of Owner	Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Addre	Address, City, State, Zip Resident Phone Numbe					
	□U.S. Person □Non-U.S. Person									
	□U.S. Person □Non-U.S. Person									
	□U.S. Person									
	□Non-U.S. Person □U.S. Person									
	Non-U.S. Person ividual with significant responsibility for managir (e.g., Chief Executive Officer, Chief Financial C				eneral Pa	rtner, Preside	nt, Vice			
President, Treasurer); or any other ind	ividual who regularly performs similar functions.	(If appropriate, an	individual li	sted under section A ab	ove may a	also be listed i	n this section B.)			
Name of Officer/Manager and Title	U.S. Person: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number¹	Date of Birth	Percent Owned (%)	Residential Addre	ss, City, S	State, Zip	Residential Phone Number			
	□U.S. Person □Non-U.S. Person									
	5. persons may also provide a Social Security Ning nationality or residence and bearing a photography.						ce of any other			
Name and Title of person Opening A	account who by signing section 12 of this app or this section 3 is complete and correct, and (ii)	lication is certifyi	ng (i) that, t	to the best of his/her	Name:					
	ount is being opened is complete and correct.				Title:					

4. SITE SURVEY / PATRIOT ACT									
On Site Visit Done by S	ales Representative		Merchant's physical inventory consistent with the business signage: ☐Yes ☐No						
Site Survey: ☐ Sales Partner Validated ☐ No Site Survey Perform	ed		Site Consistent with application: Yes No						
	l.	nted Name: Date:							
	d accurate and was personally observed on the indicated document, as applicable.								
PATRIOT ACT REQUIREMENTS - To help				•				• • •	
obtain, verify and record information that ide ask for your name, physical address, date of or other identifying documents. Complete Se Sales Representative is required.	ntifies each person (includi birth, taxpayer identification	ing business ent n number and ot	ities) who opens her information	s an that v	account. What this rivill allow us to identif	means fo fy you. W	or you: When you le may also ask to	open an account, we will be see your driver's license	
Section I: Government Form of Identification	Items Reviewed								
☐ Government Entity Articles of Incorporation	Third Party Verificati	Third Party Verification Description: Government Issued Business License Business Name:							
☐ Government Entity Tax Determination Let	er		☐ Tax Retu	x Return			Date and Place of Issuance:		
			Entity Articles				ID/IRS Employer ID:		
Government Entity Third Party Verification			Business Financial Statement Expira						
5. CARD PROCESSING INFORMATION)N								
Have you ever accepted credit cards befo Please provide the most recent 3 months of	e?		the processor's	nam	e?				
· · · · · · · · · · · · · · · · · · ·	If you are affiliated with a		ount, please pr	ovid	e existing Merchan	t ID#:			
☐ Please check this box if you are applyir	g for processing services f	or additional me	rchant locations	. If t	he additional location	ns are ur			
identification number, same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this application and the Merchant Card Processing Agreement referenced in and included with this application. If the additional locations are not under common ownership or have varying tax identification numbers and authorized signatories,									
you will be required to submit a separate Application for Merchant Card Processing per location. Do you bill your customers prior to goods being shipped?									
What is your Return and Refund Policy? (Please be specific)									
How do you advertise? (check all that apply) ☐ Yellow pages ☐ Telemarketing ☐ Catalog ☐ Word of mouth ☐ Publications ☐ Mass/Direct mail ☐ Internet ☐ Other, please explain:									
Please supply copies of advertising, including catalogs and brochures. Where applicable, provide video (TV), audio tape (Radio or IVR), and Web-page screen prints. List the URL (<u>www. X.com</u> , .net, .org, etc.) on each page.									
Card Types Requested?* Select all that apply. All Credit Cards All Credit and PIN Based Debit Cards PIN Based Debit Cards Only ** *Merchant has the right not to accept all card types. **Point Of Sale programming cannot prohibit the acceptance of credit cards; therefore, it is the merchant's								the merchant's	
responsibility to enforce this. Processor, and not Merchant Bank, will settle American Express, PayPal™ In-Store, Discover, and JCB transactions. Credit Card Processing Methods Do you use a third party fulfillment Average Credit/Debit Total Credit/Debit								ns. Total Credit/Debit	
Card Swiped Transactions		%					Monthly Sales:		
Manually Keyed (Card Present with Imprints)		%	If yes, provide name and address.				\$		
Manually Keyed (Card Not Present and/or Mail O	der/Telephone Order)	%							
eCommerce (Card Not Present)		%							
	Total (must equal 100%)	<u>100</u> %							
Business to Business	(must be 0 - 100%)	%							
Does annual American Express volume ex						•		terials Yes No*	
*By checking 'No' 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.									
Seasonal Business? ☐Yes ☐No If Yes, in	dicate by "X" the months th	nat are ACTIVE:	□Jan □Feb □]Mar	□Apr □May □Jur	Jul [□Aug □Sep □C	oct □Nov □Dec	
List the names of each of your independent of gateways, hosting companies, and order-taking				s, or	transmit cardholder	data, inc	luding online sho	oping carts, payment	
6. BANKING INFORMATION Name and Phone Number	Routing Number	Pank Assau	unt Number				l lee this a	ccount for*:	
	own on the bottom of check)		oottom of check)	1	Type of Accounts			that apply)	
1.**					checking savings general ledger	☐ mo		TXP ACH settlement TXP ACH fees	
2.**					checking savings general ledger	☐ dai ☐ mo	ly settlement	☐ TXP ACH settlement ☐ TXP ACH fees	
If nothing indicated, Financial Institution #1 will be use	d for all ACH activity. **AUTH	ORIZATION FOR	AUTOMATIC FUN				0	age 1) is authorized to initiate of	
ransmit automatic debit and/or credit entries and/or chans Agreement. Said authority is granted to Merchant inderstand that you will be considered the Receiver	ck entries to the account identi Bank's Processor and their age	fied above and in the ents. This authority	he <i>provided voide</i> is to remain in eff	ed ch	eck (if applicable) relatir ntil Merchant Bank or it:	ng to the a s agents r	bove account (**) for eceive written notice	all services contemplated under from Merchant revoking it. Yo	

associations which are applicable to Receivers, as the same may be applicable to transactions processed hereunder.

7. TRADE REFERENCES

Trade Name

Account Number

Phone Number

Product Sold (if applicable)

8. FEE SCHEDULE											
PRICING (Select One):	QMNRC	Differential	☐Pass T	hrough □Tr	ransFreedo	om	PROCESSING			□TTC	
Fee Category: Visa/MC/AXP/DISC/P		Discoun	Authoriza	ition Fee	Per Item Fee	Voice/ARU Auth	ı Fee	Chargeback Fee			
Diners Cards (if appl	•			All Card Ty			\$ Batch Close Fee	a.	\$ Retrieval Fee		
Qualified, Mrch Surc Rate: (Retail, MC			%			\$					
Mid Ovalifia	d Curcharac			\$		T	\$ Monthly Minimu	m Discount	\$ Application Setup	Fee	
Mid-Qualine	ed Surcharge: (Retail Only)		%			\$	-	2.000		. 00	
No	n-Qualified or		/0			Ψ	\$ Monthly Service	Fee	\$Reprogramming F		
Differenti	al Surcharge:		%			\$	·	1 66		66	
(Retail, MC	OTO, Internet)					Φ	\$		\$		
Reward	ds Surcharge:	☐ with C	% Jualified				TransFreedom I	Monthly Fee	Terminal Support	Fee	
	(Retail Only)	Rewards at					\$		\$		
Chook	Card Rebate:	☐ Standard Rebates	d Card								
	nature Based)	☐ Card Re	bates at				Admin Fee: \$		Annual Fee: \$		
		Full Diffe	rence			\$			Start Date:		
		<u> </u>					ACH Return Fee	Э	☐ Merchant Savi	ngs Club	
Fees for Access t	o Card Brand						\$		Monthly Fee \$	3	
Services (see desc			%			\$	Payment Gatew	ay Monthly	Payment Gateway	y Setup	
							\$		\$		
international transaction a transaction processing ex misuse of the authorizatio fees. Further Visa / MC / / Fee: All batch closing and	assessments/prog cellence, Visa / N n system, Visa F AXP / DISC / PP I batch inquiries a	gram support, MC MC excessive auth ANF, Visa integrit fees, including as are considered "tra	network acc norization, M y, Visa Data sociation Ba ansactions"	cess/brand usage IC transaction con Consistency, Cruse II and kilobyte and will be billed	e (NABU), MC mpliance fee, edit Voucher e fees, Visa / l at the same r	Access to Card Brand Service control Englishment, MC license, MC nominal amount authorizatifee for Visa, Discover data usag MC / AXP / DISC / PP assessmente as Visa / MC / AXP / DISC/Fant transactions. TransFreedom	e fee, MC Safety Net on fee, Visa US acq le, Discover PIF and ents, and \$15 Annua PP Trans Fees unles	t, MC Account State uirer processing feat American Express Il Location Fee for I s specified. Month	us Inquiry Service (AS e (APF), Visa Zero Flo Access and System F MC may also apply. Ba Iy Minimum Discoun	IS) fee, MC for Limit, Visa Processing atch Close t: Applies to	
	ly to volume proc	essed in excess of	of the current	t pricing tier at a i	rate of \$25.00	per every \$500.00 in additional					
Note: Processor and its co	ontractors provid	le the additional pi	oducts and	services set forth	in sections 9	our company. I <u>, 10 and 11, in addition to Purch</u>	asing Cards, Corpo	rate Cards and Flee	et Cards and the Invali	id Data Fee	
above, Merchant Bank do			has no respo	nsibility or liabilit	y for them.						
9. ADDITIONAL SE							□ Petro/Flee	et (Petro Addeno	tum required)		
☐ ACH Processing (ACH Addendu	m required)		Check Servic	es (CrossC	heck Application required)	☐ Voyager	Wright Expr	ess (WEX)		
TransLink Insights											
Merchant is provided a 60 day free trial period. Merchant will be billed \$29.99 per location per month if not cancelled during the free trial period. These products and services are provided by Processor and not Merchant Bank. Merchant Bank has no obligation or liability for this product or service.											
☐ By checking this											
PIN Debit/EBT											
PIN Based Debit Per Item Fee* \$ PIN Based Debit Monthly Fee \$ PIN Based Debit Application Fee \$ EBT Per Item Fee \$											
*Debit Discount Rate: NOTE - PIN Based Debit authorization and interchange fees may apply.											
TransIT/Transaction Express/Transaction Central/ Sierra Semi Integrated Processing Services TransIT Product: □WebPASS □MultiPASS □THP □TSEP □ Vital Select □ Vital Plus □ Vital Mobile											
TransIT Product: WebPASS MultiPASS THP TSEP Vital Select Vital Plus Vital Mobile Setup Fee \$											
☐ TC ☐ TC Plus		e \$				nly Gateway Fee \$			e Monthly Fee \$,	
					l	<u> </u>			<u> </u>		
☐ TXP ☐ ACH	TXP Package	e Setup Fee \$_		(One time per	POS)	TXP Package Monthly Fe	ee \$	(per POS)	Integration Fee \$_		
QB Payment Termina	Setup Fee \$_		(p	er TXP ID)		QB Payment Terminal Mo	onthly Fee \$		(per TXP ID)		
ACH Discount Rate	%	ACH T	rans Fee	\$		ACH Return Fee \$			Fraud Check Fee	\$	
Wireless and Other S	Services										
Wireless Setup Fee	140		Other Fo	e: \$		POLO 5 =	+0				
\$	Wireless Mo Gateway Fe	,				PCI Quarterly Program Fi support once compliance					
(One Time/Per	σαιεway ι ε		Descript	ion:		charged for ongoing su					
Terminal)	1.3	(Per Terminal)		Monthly				T			
Petro/Fleet (per Termi	<i>'</i>	martLink (per M	,	Semiannu	ıally	Section 11.2(d) Fee (as s		PCI Monthly I	Non Validation Fee	\$	
Setup Fee: \$		etup Fee: \$		Breach Cove	rage Fee	Merchant Card Processin		DOLLA	D		
Monthly Fee: \$	M	onthly Fee: \$		does not apply if checked \(\sumset \)							
Breach Enrollment Fee \$ If at any time MERCHANT is not validated for PCI compliance and has opted out of Breach Coverage, MERCHANT will be automatically enrolled in the Breach Coverage program at the rate indicated above, until such time that MERCHANT restores validation and opts out, at which point MERCHANT will again be opted out. **Fee will be increased to \$ for ongoing support if compliance is not validated 75 days after signing.											
10. EQUIPMENT OPTIONS											
Industry: ☐Retail ☐Retail w/ Tips ☐Restaurant ☐MOTO ☐QPS Retail ☐QPS Restaurant ☐ Lodging ☐Petro/Fleet ☐Cash Advance											
Equipment shipped to: DBA Legal Agent Other* N/A Merchant trained by: Agent TSYS Other*											
Welcome Kit sent by: ☐ Agent ☐ TSYS Welcome Kit shipped to: ☐ DBA ☐ Legal ☐ Agent ☐ Other* ☐ N/A											
*If Other was selected above, provide shipping details below.											
*Name:						*Address:					
*City:							*Zip:				

Item Description	Model	Version/SIN	I# Qty	Code**	Price**	В	Bill To**	* FEATURES							
Terminal								PIN Based Debit		□Yes [□No □	Dial Prefix			
Terminal								EBT Services		Cash Benefi	ts Only [☐ Food Stamps	***	th***	
Terminal								***EBT FNS/FCS	S# (7 d	inits).	, ,	Multi-Merchant □Yes □N		: □No	
Tommar								Parent MID:			Number of Child Accts:				
]No Iı	Invoice		s ∐No		
PIN Pad								Corp/Purch Card		□Yes [□No e	eCommerce [s 🗆 No	
PIN Pad								Verification Code)	□Yes [□No C	Quick Pymnt Srv		□Yes □No	
EMV Reader								Partial Auth		□Yes [□No S	o Shared Line		□Yes □No	
Check Reader								Auto Close ☐Yes ☐No		□No A	o Auto Close Time				
Imager								Connection Meth	od	□Dial		IP/SSL	Wireless		
Software Name								Store & Forward		□Yes [□No				
Modem								EMV Capabilities	3	☐Conta	act 🔲	Contactless			
Merchant Email A	ddress (Requi	red):						Tip at Time of Sa	ale	□Yes [□No T	Tip Calculator	□Ye	es 🗌 No	
**Shipping, handling, and tax will be billed in addition to the equipment price listed above. Bill To Options: Merchant, Agent, TSYS, N/A Codes: FU = Free use, MO = Merchant owned, PN = Purchase new, PO = Purchase via other source, PRF = Purchased refurbished, FLS = First Data Leasing, EE = Encryption exchange, RTL = TSYS rental program or STR = Short term rental. Any free use equipment provided by TSYS is the property of TSYS and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at <u>www.tsys.com/Documents</u> and included with this application.							and								
Product:		Sierra Semi IN						ATION Transaction Ce	ntral	Птс	Dlue (CC	& ACH – ACH A	*Require		
TransIT Produc					TSEP		ບຣຣ <u>⊔</u> ີ Vital S		l Plu		al Mobile		adendum i	equireu)	
TXP Input Type	_		Services	Batch	☐ Post		☐ Hoste	-		Retail		MOTO	□eComn	nerce	
***Integrated P					***Integ	grate	ed Webs	site Address:							
***Welcome En	nail Addres	s:			•										
			FEATURES					SIERRA S	EMI II	NT FEATUR	RES	TXP	EATURES	*	
Auto Batch Close	Time		Forced Ro	e-Credit			ΠY	Tokenization	☐ De	fault 🗌 Cus	tom	Batch Close	Method	□M/A	
Location Type			CNP Bato	h			ΠY	Custom Tokenization MID: Direct Swipe				□Y			
Headquarter MID			Enhanced D	ata (Level II & I	III)		ΠY	Partial Authorizat				rization	ΠY		
Tokenization:	Default	t	PIN Debit			-	□ Y	Batch Response File				nse File	□ Y		
Custom Tokenizat				y Security Co	ode	_						File Split	_	ПΥ	
EnsureBill:		t Standard	Apple Pay					Private Label							
Partial Authorization Forced Authorization		□ Y □ Y	Samsung		ndroid 🗆]iPho	□ Y						□ Y		
Special Instruction			Device Ty	ре. ЦА	naroia _	JIFIIO	nie	TC FEATURES* TC EXTENDED Batch Close Method □A □M □M/A Corp/Purch Card					UKE3 □ Y		
											Duplicate Ca				
								Multi-User			<u> </u>	ECI (reg'd for		Y	
								Batch Upload			Y	AVS	,		
								Allow Blind Cred	ts		Y	Private Labe	I	ΠY	
								Group ID:		_		PL Name:			
								*Important: If featu Auto Recurring is al Transaction Central	so acti	vated. If both	ECI and Red	ed off. If Manual Rourring needs to be			
Iten	n Description		Co	nfig/Color	Q1	гү	Code	Price	Setups	Bill To		eployment Fee	P2PE Mor	nthly Fee	
1011	2223.191.01			3			,,,,			-				,	
						-			+						
									-						
									-						
									-						
									1						

**Shipping, handling, and tax will be billed in addition to the equipment price listed above. Bill To Options: Merchant, Agent, TSYS, NIA

Codes: FU = Free use, MO = Merchant owned, PN = Purchase new, PO = Purchase via other source, PRF = Purchased refurbished, PI=Purchase Installments, FLS = First Data Leasing, EE = Encryption exchange, RTL = TSYS rental program or STR = Short term rental. Any free use equipment provided by TSYS is, as between Merchant and TSYS, the property of TSYS and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/documents and included with this application.

PLEASE CAREFULLY REVIEW THE MERCHANT CARD PROCESSING OPERATING GUIDE (the "OPERATING GUIDE") AND THE TERMS AND CONDITIONS OF VERSION v21.1020 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT www.tsys.com/documents, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION V6.0419 OF THE CARD NOT

PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT <u>WWW.TSYS.COM/DOCUMENTS</u>, WHICH IS HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA and the Operating Guide. Merchant and each Guarantor signing below hereby acknowledge that they have each read this application and the MPA and agree to be bound by the terms and conditions contained in these documents. Merchant (and Guarantor when applicable) by signing below agrees to comply with the Operating Guide. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Merchant Bank and Processor of their respective agents to make whatever inquiries the Merchant Bank or Processor deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information on Merchant, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA.

By affixing their signature(s) below, any/all Personal Guarantor(s) do hereby agree to assume personal responsibility to Merchant Bank and/or Processor in the event of default of any obligation by the Merchant under the terms of the MPA. The responsibility of the individual guarantors shall accrue for all obligations due to Merchant Bank and/or Processor under the MPA and all applicable laws, rules, and regulations.

If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 28 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal") Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements contained in the Operating Guide. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

If Check Services is selected above, then CrossCheck acceptance shall be added to this application and by signing below, Merchant agrees to be bound by and perform in accordance with all the terms and conditions and provisions of the Check Services Agreement and as set forth by CrossCheck. Merchant acknowledges that the Terms and Conditions for Check Service will be sent to Merchant upon approval by CrossCheck.

By electing to process Credit Card and/or Debit Card transactions and by signing this application, Merchant grants consent and authorization to Merchant Bank or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under and in accordance with the terms and conditions of the this application and the MPA.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at www.tsys.com/documents, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum, the ACH Business Practices Operating Guide v1.0620 and the ACH Terms and Conditions v1.0520. By selecting any of the services and products in Sections 8-11 above and by signing this application, Merchant agrees to be bound by the applicable terms available at www.tsys.com/documents, which are hereby incorporated by reference. Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

Only Merchants in Maryland need initial the two statements below:

If this Agreement is terminated prior to the expiration of the applicable Term, Merchant agrees to pay an account closure fee as follows: (1) \$250 for Merchants with less than twelve months remaining in the current Term, or; (2) \$500 for Merchants with more than twelve months remaining in the current Term. If Merchant is located in Maryland, the account closure fee will only be assessed if the Agreement is terminated prior to the expiration of the Initial Term. Initials are not required if Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply.

The initial term of this Agreement will be for three (3) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated in accordance with its terms.

2. MERCHANT(S) SIGNATURE(S)		GUARANTOR(S) SIGNATUR	RE(S)
1) Merchant Signature (Owner or Officer)	Date	1) Guarantor Signature	Date
Print name	Title	Print name	(No Titles)
2) Merchant Signature (Owner or Officer)	Date	2) Guarantor Signature	Date
Print name	Title	Print name	(No Titles)

CARD ASSOCIATION DISCLOSURE PAGE

Merchant Services Provider Contact Information

Name: <u>TSYS Merchant Solutions, LLC</u>

Address: 12202 Airport Way, Suite 100 Broomfield, CO 80021

URL: <u>www.TSYS.com</u>

Customer Service #: (800) 654-9256

Member Bank/Merchant Bank Information

The Bank's mailing address is Wells Fargo Bank, N.A., PO Box 6079, Concord, CA, 94524, and its phone number is (844) 284-6834.

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a Merchant.
- The Bank must be a principal party to the Merchant Card Processing Agreement.
- 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.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Association thresholds.
- Review and understand the terms of the Merchant Card Processing Agreement.
- Comply with Card Association rules.
- Retain a signed copy of this Card Association Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/support/small-business/regulations-fees.html#3
- You may download "Mastercard Rules" from Mastercard's website at: http://www.mastercard.com/us/merchant/support/rules.html
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.